

rec'd 6-14-98

WOLFF & SAMSON

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW
280 CORPORATE CENTER
5 BECKER FARM ROAD

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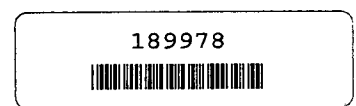
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OF COUNSEL



June 12, 1998

Via Federal Express

Patricia Simmons, Esq.
United States Environmental
Protection Agency Region II
290 Broadway, 17th Floor
New York, New York 10007

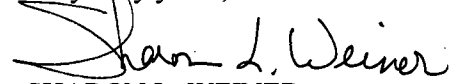
Re: LCP Chemical Site, Linden, New Jersey

Dear Ms. Simmons:

This firm is counsel to ISP Environmental Services Inc., the successor to GAF Corporation with respect to the LCP Chemical Site. The following response and exhibits are submitted in reply to your February 27, 1998 104(e) Request for Information on the LCP Chemical Site, Linden, New Jersey.

Please feel free to contact me if you have any questions.

Very truly yours,


SHARON L. WEINER

SLW:jmc
Enclosures

cc: Celeste Lagomarsino, Esq. (w/o exhibits)
Vincent Quilban (w/o exhibits)

CONFIDENTIAL

**RESPONSE TO REQUEST FOR INFORMATION
LCP CHEMICAL SITE, LINDEN, UNION COUNTY, NEW JERSEY**

1. (a). ISP Environmental Services Inc. ("ISP/ESI") successor to GAF Corporation¹
- (b). Samuel J. Heyman, Chairman of the Board
1361 Alps Road
Wayne, New Jersey 07470
- (c). ISP/ESI is incorporated in Delaware. The business agent for service of process in Delaware is:

The Prentice-Hall Corporation System
1013 Centre Road
Wilmington, DC 19805

The agent for service of process in New Jersey is:

The Prentice-Hall Corporation System New Jersey, Inc.
830 Bear Tavern Road
West Trenton, NJ 08628

- (d). A copy of the Certificate of Incorporation for ISP/ESI is attached as Exhibit A.
 - (e). ISP/ESI is a subsidiary of International Special Products, Inc. ISP/ESI is a successor to GAF Corporation with respect to the Linden site. ISP/ESI has no subsidiaries.
2. ISP/ESI does not have a permit or permits issued pursuant to the Resource Conservation and Recovery Act.
 3. ISP/ESI's predecessor owned the LCP site in Linden, New Jersey which it sold to Linden Chlorine Products, Inc. by deed dated August 24, 1972. A copy of the deed is enclosed. Attached as Exhibit B.

¹ ISP Environmental Services Inc. is the present owner of and successor to the liability of an entity which was known as GAF Corporation when the LCP property was sold in 1972. The currently existing legal entity known as GAF Corporation has no direct relationship with ISP/ESI or the Linden site.

4. ISP/ESI's predecessor owned the Site from 1964 until it sold it to LCP Chemicals in 1972. Prior to that time, all of the stock of ISP/ESI's predecessor or its predecessor's was owned by the US Government through the Alien Property Custodian Act which had been seized as war asset from IG Farben in 1942. Prior to that time, the property was owned by American IG Corporation, Graselli Chemical Company, and other entities as described in the Title Report enclosed. Attached as Exhibit C. A map showing the site is also enclosed. Attached as Exhibit D. A portion of the property was also leased to the Linde Division of Union Carbide.

5. At the subject site, ISP/ESI's predecessor operated a chlorine plant which it sold to LCP in 1972. The persons responsible for the operation of that facility in 1972 and before are identified on Exhibit E. Chlorine was manufactured by mixing salt (NaCl) with water to make brine. The brine would be pumped into cells containing mercury as a catalyst. An electric charge would be applied to each cell causing a chemical reaction. Chlorine, sodium hypochlorite, hydrogen and sodium hydroxide were produced as by products of this process. The process produced little waste products. All mercury was reused. The waste water was neutralized prior to discharge off site.

6. Hazardous substances in the form of mercury and chlorine and other chemicals described in response to Question 5 were used and/or handled in operations at the LCP Site. Chemicals were used by ISP/ESI's predecessor between 1964 and 1972 for the purposes of manufacturing chlorine. The amounts of chemicals used are presently unknown. The operations were sold in 1972 to Linden Chlorine Products, Inc. and ISP/ESI is no longer engaged in such operation.

7. Materials stored on the site consisted of salt as a raw material. Finished products were shipped off-site or used as raw materials by operations on the adjacent property. Mercury was reused. With respect to disposal of hazardous substances, and hazardous waste and/or CERCLA waste materials, to ISP/ESI's knowledge, no such materials were disposed of on the LCP site during the period from 1964 to 1972. ISP/ESI owns the adjacent property on which it had two permitted landfills which were used for disposal of waste materials from all of its operations including the operations on the LCP site. Other materials were disposed of at various off-site locations.

8. ISP/ESI has no record that it or its predecessor used lagoons, impoundments and/or storage tanks to treat or dispose of hazardous materials, hazardous waste or CERCLA waste materials at the LCP site. LCP did have the right to use a tank to store materials on GAF's neighboring property. This tank was used to store NaOH for off-site sale.

9. Documents available to date are enclosed; additional documents will be supplied in accordance with the requirements of CERCLA §104.

10. ISP/ESI has no information concerning any release of hazardous substances, hazardous waste and/or CERCLA waste materials at the LCP site during its ownership.

11. Persons with knowledge of the facts relating to the operation disposal and generation material include Vincent Quilban, Site Manager. c/o ISP/ESI, 4000 Rd to Grasselli, Linden, New Jersey.
12. There are no known leases, contracts, permits, or other written agreements relating to the generation handling transport and disposal of hazardous substances, hazardous waste and/or CERCLA waste material from the LCP site.
13. There are no known agreements or contracts which exist which may indemnify ISP/ESI in connection with liability under CERCLA, known at the present time.
14. There are numerous insurance policies which may indemnify ISP/ESI for its liability in connection with the LCP site. These policies are identified in a complaint filed against ISP/ESI's insurance carriers, a copy of which is attached as Exhibit F.
15. No bankruptcy filings have been made by ISP/ESI.
16. As noted previously, from 1942 until 1964, the site and the operations at the site were controlled by the US Government through the Alien Property Custodian Act prior to the sale to the public of stock in ISP/ESI's predecessor. Records pertaining to operations at the site may be available through government archives. ISP/ESI is also aware that both Linde, foot of South Wood Avenue, Linden, New Jersey and Kuehne Chemical, foot of South Wood Avenue, Linden, New Jersey had operations on this site. Jones Chemical, foot of South Wood Avenue, Linden, New Jersey, also appeared to be operating at the site after 1972. ISP/ESI also believes a company by the name of IGA operated on this site also located at South Wood Avenue, Linden, New Jersey.
17. See the documents attached as Exhibit G.
18. Vincent Quilban, Site Manager, ISP/ESI, 4000 Rd to Grasselli, Linden, New Jersey 07036.
19. Assistance in responding to this request for information was provided by Dennis M. Toft, Esq., and Celeste Lagomarsino, Esq.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION


State of New Jersey

County of Essex

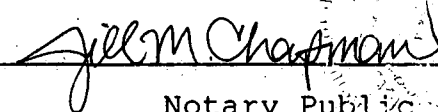
I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Vincent Quilban
NAME (print or type)

Site Manager
TITLE (print or type)


SIGNATURE

Sworn to before me this
12th day of June 1998


Notary Public

JILL M. CHAPMAN
Notary Public of N.J.
My Commission Expires March 16, 1999

BK-013483234

PAGE 1

39124

State of Delaware



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF ISP 9 CORP. FILED IN THIS OFFICE ON THE EIGHTH DAY OF MAY, A.D. 1991, AT 4:30 O'CLOCK P.M.

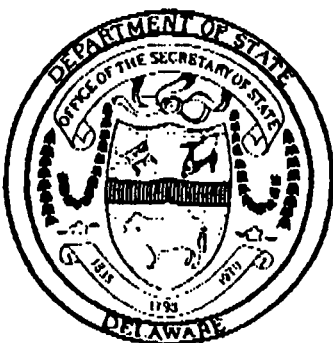
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May 13 A.D. 19 91

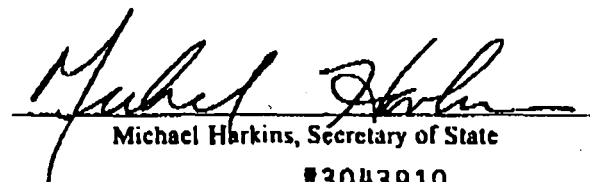
Michael T. Schaefer

RECORDER

\$4.00 STATE DOCUMENT FEE PAID



751128016


Michael Harkins, Secretary of State

AUTHENTICATION:

#3043910

DATE:

05/09/1991

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 05/08/1991
751128016 - 2262536

BK-04348235

CERTIFICATE OF INCORPORATION

OF

ISP 9 CORP.

THE UNDERSIGNED, being a natural person for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the Corporation is ISP 9 Corp.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 32 Loockerman Square, Suite L-100, City of Dover, County of Kent, State of Delaware. The name of the registered agent of the Corporation in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 100, all of which shares shall be Common Stock having a par value of \$.001.

FIFTH: The name and mailing address of the incorporator is Donald Whittaker, c/o Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153.

SIXTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in these articles of incorporation, by-laws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation, but any by-laws adopted by the board of directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

SEVENTH: (a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder for monetary damages for breach of fiduciary

8K-01091285

duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of any provision of the Certificate of Incorporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph (a) of this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt By-laws or enter into agreements with any such person for the purpose of providing for such indemnification.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Incorporation on this 8th day of May, 1991.


Donald Whittaker
Sole Incorporator

PRENOTICE - MAIL

JOB # 61-91-00927

Jay-Phila.

RECORDED COPY

2/100
1/100
4/100

STATE OF DELAWARE } INDEXED
KENT COUNTY

RECORDED In the Office for the Recording of Deeds, Etc.
at Dover, In and for the said County of Kent, In Cor.
Record 0 Vol. 134 Page 234 Etc.
the 13th day of May, A. D. 1991
WITNESS my Hand and the Seal of said office.

Michael T. Sauer Recorder

BK D - 135 PG 243

PAGE 1

State of Delaware



41585

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF ISP 9 CORP. FILED IN THIS
OFFICE ON THE SIXTH DAY OF JUNE, A.D. 1991, AT 4 O'CLOCK P.M.

RECEIVED FOR RECORD

JUN. 14 A.D. 19 91

Michael T. Scurer
RECORDER

\$4.00 STATE DOCUMENT FEE PAID

Michael Harkins
Michael Harkins, Secretary of State
AUTHENTICATION: *3073488

751157066

DATE: 06/10/1991

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 06/06/1991
751157066 - 2262536

BK D - 135PG244

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ISP 9 CORP.

Pursuant to Sections 228 and 242
of the General Corporation Law
of the State of Delaware

Stephen A. Block, Senior Vice President of ISP 9
Corp. (the "Corporation"), does hereby certify as follows:

1. The Certificate of Incorporation of the Corporation was filed in the Office of the Secretary of State of the State of Delaware on the 8th day of May 1991.
2. The Corporation elects, pursuant to Section 242 of the General Corporation Law of the State of Delaware, to amend article "FIRST" of the Certificate of Incorporation to read in its entirety as follows:

"FIRST: The name of the Corporation is
ISP Environmental Services Inc."

3. Such amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware, by the written consent, in accordance with the provisions of Section 228 of

BKD-135PG245

such statute, of the holder of all outstanding stock entitled to vote thereon.

IN WITNESS WHEREOF, the Corporation has duly caused this Certificate of Amendment to be executed on its behalf by its Senior Vice President and attested by its Assistant Secretary, this 28th day of May, 1991.

ISP 9 CORP.

By: Stephen A. Block
Stephen A. Block
Senior Vice President

Attest:

Deborah D. Lawson
Deborah D. Lawson
Assistant Secretary

STATE OF DELAWARE
KENT COUNTY

NOTARY PUBLIC
My Comm. Expires 12/31/92
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
WITNESS my hand and seal this 28th day of May, 1991.
[Signature]

61-91-01071
for Phil.
PROOF COPY

PN
1.00 MF
4.00 DF

STATE OF DELAWARE } INDEXED
KENT COUNTY

RECORDED in the Office for the Recording of Deeds, Etc.
at Dover, In and for the said County of Kent, In Corp.
Record D Vol. 135 Page 248 Bk.
the 14th day of June A. D. 19 91
WITNESS my Hand and the Seal of said office.

Michael T. Smeal Recorder

8/17/72

CONFORMED COPY

BARGAIN AND SALE DEED
(Covenants against Grantor)

THIS DEED, made this 24th day of August, 1972,
between GAF CORPORATION, a Delaware corporation, with an
office at 140 West 51st Street, New York, New York 10020,
hereinafter called "GRANTOR", and LINDEN CHLORINE PRODUCTS,
INC., a Delaware corporation, with an office at FOOT of
SOUTH WOOD AVENUE (P.O. Box 484) LINDEN,
NEW JERSEY 07036
hereinafter called "GRANTEE";

WITNESSETH, That the said GRANTOR, for and in consider-
ation of the sum of Five Hundred Thirty One Thousand (\$531,000)
Dollars to it in hand paid by the GRANTEE, at or before the ensealing
and delivery of these presents, the receipt whereof is hereby acknow-
ledged, doth grant and convey unto the said GRANTEE, and to its
successors and assigns forever, all those certain tracts or parcels
of land and premises situate in the City of Linden in the County of
Union, and State of New Jersey, described in Exhibit A attached
hereto and forming part hereof and which are hereinafter sometimes
referred to collectively as the "Premises."

TOGETHER and with all and singular the buildings,
improvements, ways, waters, profits, rights, privileges and
advantages with the appurtenances to the same belonging or in
any wise appertaining;

ALSO all the estate, right, title, interest, property, claim and demand, whatsoever, of the GRANTOR of, in and to the same and of, in and to every part and parcel thereof which is hereby conveyed to the GRANTEE.

SUBJECT TO THE FOLLOWING:

1. Facts disclosed by survey by Grassmann, Kreh & Mixer, dated February 15, 1972, latest revision dated June 14, 1972.
2. Matters set forth in Exhibit B attached hereto and forming part hereof.
3. Rights or estate, if any, of the United States of America in and to that portion of the property lying waterward of the high water mark of Arthur Kill. Rights or estate, if any, of the State of New Jersey in lands and creeks lying below the original mean high water mark or to that portion of the property deemed to be meadowlands heretofore flowed by tide.

TO HAVE AND TO HOLD, all and singular, the abovementioned and described premises, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever, subject as aforesaid.

AND the said GRANTOR covenants with the said GRANTEE, its successors and assigns that it has not made, done, committed,

executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers the day and year first above written.

GAF CORPORATION

By /s/ T.A. Dent
T. A. Dent
Vice President

ATTEST:

/s/ S.B. Feyer
Secretary

EXHIBIT A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the
Second Tract in a deed from Central Railroad Company of New Jersey
to General Aniline & Film Corporation dated January 19, 1967, and
recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the
Union County Register's Office; Thence

(1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty
eight one-hundredths of a foot (310.58) to a point;
Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-
hundredths of a foot (87.07) to a point of curve;
Thence (4) Curving to the right along a curve having a Radius of three
hundred forty feet and ninety one one-hundredths of a foot
(340.91) an arc distance of one hundred fifty three feet and
twenty five one-hundredths of a foot (153.25) to a point of
tangency;
Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-
hundredths of a foot (69.32) to a point;

Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;

Thence (7) North $75^{\circ}-50'-28''$ East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;

Thence (8) South $64^{\circ}-52'-17''$ East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;

Thence (9) North $2^{\circ}-42'-17''$ West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;

Thence (10) North $18^{\circ}-11'-43''$ East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;

Thence (11) North $64^{\circ}-52'-17''$ West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;

Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;

Thence (13) North $20^{\circ}-05'$ West, five hundred seventy five feet
and one one-hundredth of a foot (575.01) to a point;

Thence (14) North $74^{\circ}-55'$ West, two hundred six feet and nineteen
one-hundredths of a foot (206.19) to a point;

Thence (15) North $15^{\circ}-05'$ East, one hundred sixty four feet and
forty one-hundredths of a foot (164.40) to a point;

Thence (16) North $74^{\circ}-52'$ West, three hundred seventy two feet and
ten one-hundredths of a foot (372.10) to a point;

Thence (17) North $15^{\circ}-17'$ East, forty four feet and fifty nine one-
hundredths of a foot (44.59) to a point;

Thence (18) North $74^{\circ}-55'$ West, twenty seven feet and eighty four
one-hundredths of a foot (27.84) to a point;

Thence (19) South $64^{\circ}-23'-30''$ West, one hundred thirty three
feet and twenty eight one-hundredths of a foot (133.28)
to a point;

Thence (20) South $15^{\circ}-46'$ West, one hundred three feet (103.00)
to a point;

Thence (21) North $87^{\circ}-03'-11''$ West, forty one feet and eighty nine
one-hundredths of a foot (41.89) to a point;

Thence (22) North $75^{\circ}-25'$ West, seventy five feet and fifty four
one-hundredths of a foot (75.54) to a point;

Thence (23) North 54° -56' West, one hundred seventeen feet and
forty seven one-hundredths of a foot (117.47) to a point;
Thence (24) North 79° -38'-10" West, two hundred thirty three feet
and eighty three one hundredths of a foot (233.83) to a point;
Thence (25) North 82° -00'-12" West, ninety four feet and sixty seven
one-hundredths of a foot (94.67) to a point;
Thence (26) South 37° -56' West, three hundred feet (300.00) to a
point in the Sixth Course of the First Tract in the recorded
deed mentioned hereinbefore;
Thence (27) South 52° -18' East, along part of said Sixth Course in
the recorded deed mentioned hereinbefore, seven hundred
eighty two feet and forty two one-hundredths of a foot (782.42)
to a point;
Thence (28) South 46° -03'10" East, along the Seventh Course in the
recorded deed mentioned hereinbefore, five hundred twenty
two feet and seventy seven one-hundredths of a foot (522.77)
to a point;
Thence (29) South 31° -07'-30" East, three hundred twenty feet and
sixty five one-hundredths of a foot (320.65) to a point;
Thence (30) South 58° -52'-30" West, two feet and ninety six one-
hundredths of a foot (2.96) to a point;
Thence (31) South 31° -02'-30" East, five hundred thirty feet (530.00)
to the point and place of BEGINNING.

EXHIBIT B

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925.

The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of June 16, 1972 between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union County.

Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 24th day of *August*,
Nineteen hundred and seventy-two before me the subscriber, a
Notary Public for said County and State, personally appeared
T. A. DENT, who being by me duly sworn on his oath, says that he
is a VICE PRESIDENT of GAF CORPORATION, the Grantor named
in the foregoing instrument; that he well knows the corporate seal
of said corporation; that the seal affixed to said instrument is the
corporate seal of said corporation; that the foregoing instrument was
signed and delivered by T. A. DENT who was at the date thereof a
VICE PRESIDENT of said corporation, in the presence of this deponent,
and said VICE PRESIDENT, at the same time acknowledged that he
signed, sealed and delivered the same as his voluntary act and deed,
and as the voluntary act and deed of said corporation, by virtue of
authority from its Board of Directors, and that deponent, at the same
time, subscribed his name to said instrument as an attesting witness
to the execution thereof, and that the full and actual consideration
paid or to be paid for the transfer of title to realty evidenced by the
within deed, as such consideration as defined in P. L. 1968, c. 49,
1.(c) is \$581,000.

SWORN AND SUBSCRIBED BEFORE ME
AT NEW YORK, NEW YORK THE DATE
AFORESAID.

/s/ Violet R. Roncace
Notary Public

This instrument prepared by
Edward S. Menapace, 140 West 51 Street,
New York, New York 10020

Application No. H 48,030

CRESTVIEW LAWYERS SERVICE
DIVISION OF

COMMONWEALTH LAND TITLE INSURANCE COMPANY

24 Beechwood Road
Summit, New Jersey 07901

Tel. No. 201-277-1744

PRELIMINARY CERTIFICATE AND REPORT ON TITLE

Re: Application of Shanley & Fisher, Esq. for a Title Insurance Policy on the
(Name of Attorney or Firm Name)
property described under Schedule A hereof insuring a proposed deed from GAF Corporation, a corporation
of Delaware,

to Linden Chlorine Products, Inc.

in the amount of \$ to be advised and a mortgage in the amount of \$ _____
from _____

to _____
and is a Construction loan ☐ or Permanent loan ☐

Marketable title of record is vested in See Schedule B attached hereto

Under deed from _____
dated the _____ day of _____, 19____, recorded the _____ day of _____, 19____,
Book _____, page _____, Document No. _____, records of _____ County,
New Jersey, subject to the following:

1. Rights of parties in possession, if any, other than the owner.

See Schedule C attached hereto.

2. Restrictive covenants, as contained in the following deeds, copy of said restrictions being attached hereto:

None

3. **None** _____-foot set-back shown on recorded map entitled "

4. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

See Schedule D attached hereto.

5. Liability, if any, for mechanics' and materialmen's liens.

None

6. Easements.

See Schedule E attached hereto.

7. (a) Taxes: **First quarter 1972 taxes paid. See attached.**

- (b) Assessments: Search No **11,774** dated **4/17/72** as to municipal improvements
authorized by ordinance but not assessed, discloses: **Shows clear. See attached.**

8. Caption premises may be liable for additional assessment for taxes for 19____ upon any
improvements erected or constructed since October 1, 19____. See P.L. 1941, Chapter 397,
approved December 27, 1941.

9. Judgments, Bankruptcies, Unemployment Compensation Contributions, Corporate Franchise Taxes and
other State or Federal Liens.

Shows clear. See attached.

10. The following MORTGAGES:

None

11. Other Remarks:

See Schedule F attached hereto.

SCHEDULE A

All that certain tract of land lying and being in the **City** of **Linden,**
County of **Union**, State of New Jersey, being more particularly described as follows:

See Schedule A attached hereto.

To: **Linden Chlorine Products, Inc.**

The undersigned, COMMONWEALTH LAND TITLE INSURANCE COMPANY, by this Interim Title Insurance Binder hereby insures you against loss or damage not exceeding **to be advised** which you, as { purchaser } under the { deed } referred to in the caption of the foregoing First Certificate and Report on Title of **Crestview Lawyers Service** may sustain by the failure of said First Certificate and Report on Title to correctly reflect the record title to the property herein described as of the date and hour thereof; such insurance to be null and void unless title policy is issued by the undersigned in connection with said { deed } within twelve (12) months from the date hereof and the premium thereon paid.

ATTENTION IS DIRECTED TO THE FACT THAT THE COMPANY CAN ASSUME NO LIABILITY UNDER ITS POLICY, CLOSING INSTRUCTIONS, OR INSURED CLOSING SERVICE FOR COMPLIANCE WITH REQUIREMENTS OF CONSUMER CREDIT PROTECTION, TRUTH IN LENDING, OR SIMILAR LAW.

IF INSTRUMENT TO BE INSURED IS A PURCHASE MONEY MORTGAGE COVERING A 1 TO 4 FAMILY DWELLING AND OWNER'S INSURANCE IS NOT DESIRED, WRITTEN NOTICE DECLINING RIGHT TO PURCHASE SAME IS REQUIRED FROM MORTGAGOR PURSUANT TO N. J. S. A. 46:10A-3 et seq.

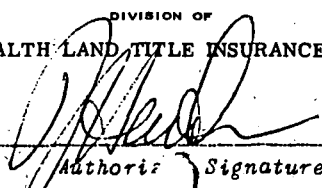
Title policy will not insure against the consequences of the exercise and enforcement or attempted enforcement of governmental "police power" over the property described herein.

Executed at **Summit**, New Jersey, this

10th day of **May**, 19 **72.**

CRESTVIEW LAWYERS SERVICE
DIVISION OF
COMMONWEALTH LAND TITLE INSURANCE COMPANY

By


Authorized Signature
Robert J. Hartlaub

SCHEDULE A

Premises situate, lying and being in the City of Linden, County of Union and State of New Jersey.

BEGINNING at a point, said point being the terminus of the second course of the second tract in a certain deed of conveyance from the Central Railroad Company of New Jersey to General Aniline & Film Corporation, dated January 19, 1967, and recorded in the Register's Office of Union County on January 20, 1967, in Deed Book 2794, page 745, and from said point of beginning running thence (1) North 58 degrees 57 minutes 30 seconds East, a distance of 17.00 feet to a point; thence (2) North 31 degrees 02 minutes 30 seconds West, a distance of 310.58 feet to a point; thence (3) North 28 degrees 58 minutes 40 seconds West, a distance of 87.07 feet to a point; thence (4) on a curve to the right in a general northerly direction the radius of which is 340.91 feet, an arc distance of 153.25 feet to a point; thence (5) North 3 degrees 13 minutes 20 seconds West, a distance of 69.32 feet to a point; thence (6) on a curve to the right in a general northerly direction, the radius of which is 1,407.69 feet, an arc distance of 195.71 feet to a point; thence (7) North 75 degrees 50 minutes 28 seconds East, a distance of 219.74 feet to a point; thence (8) South 64 degrees 52 minutes 17 seconds East, a distance of 983.12 feet to a point in the pierhead and bulkhead line of the Arthur Kill; thence (9) along said pierhead and bulkhead North 2 degrees 42 minutes 17 seconds West, a distance of 86.40 feet to a point; thence (10) still along said line North 18 degrees 11 minutes 43 seconds East, a distance of 43.92 feet to a point; thence (11) North 64 degrees 52 minutes 17 seconds West, a distance of 605.27 feet to a point; thence (12) on a curve to the right the radius of which is 250.00 feet, an arc distance of 195.42 feet to a point; thence (13) North 20 degrees 05 minutes West, a distance of 575.01 feet to a point; thence (14) North 74 degrees 55 minutes West, a distance of 206.19 feet to a point; thence (15) North 15 degrees 05 minutes East, a distance of 164.40 feet to a point; thence (16) North 74 degrees 52 minutes West, a distance of 372.10 feet to a point; thence (17) North 15 degrees 17 minutes East, a distance of 44.59 feet to a point; thence (18) North 74 degrees 55 minutes West, a distance of 27.84 feet to a point; thence (19) South 64 degrees 23 minutes 30 seconds West, a distance of 133.28 feet to a point; thence (20) South 15 degrees 46 minutes West, a distance of 103.00 feet to a point; thence (21) North 87 degrees 03 minutes 11 seconds West, a distance of 41.89 feet to a point in the northerly line of a private roadway 20 feet in width; thence (22) along said northerly line of said roadway North 75 degrees 25 minutes West, a distance of 75.54 feet to a point; thence (23) still along said roadway North 54 degrees 56 minutes West, a distance of 117.47 feet to a point; thence (24) crossing said roadway North 79 degrees 38 minutes 10 seconds West, a distance of 233.83 feet to a point; thence (25) North 82 degrees 00 minutes 12 seconds West, a distance of 94.67 feet to a point; thence (26) South 37 degrees 56 minutes West, a distance of 300.00 feet to a point; thence (27) South 52 degrees

DB1165-576

The Grasselli Chemical Company,
to
Grasselli Dyestuff Corporation,

THIS INDENTURE MADE THE twentieth day of
October, nineteen hundred and twenty eight,
between The Grasselli Chemical Company, a cor-

poration organized under the laws, of the State of Ohio, party of the first part; AND
Grasselli Dyestuff Corporation, a corporation organized under the laws of the State of
Delaware, party of the second part.

WITNESSETH, that the said party of the first part, for and in consid-
eration of the sum of Ten dollars, (\$10.00), lawful money of the United States, of Ameri-
ca, to it in hand well and truly paid by the said party of the second part, at or before
the sealing and delivery of these presents, the receipt whereof, is hereby acknowledged,
and the said party of the first part, therewith fully satisfied contented, and paid,
has given, granted, bargained, sold, aliened, remised, released, enfeoffed conveyed and
confirmed, and by these presents, does give, grant bargain, sell, convey and confirm
to the said party of the second part, and to its successors, and assigns forever,

ALL those two certain tracts or parcels of land, with the buildings
and improvements, thereon erected, situate, lying and being in the Township of Linden,
in the county of Union State of New Jersey, and bounded and described, as follows;

Tract 3. BEGINNING at the point of intersection of the westerly right of
way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line
of the present Linden Township Trunk sewer, said point being on the division line between
lands formerly of The Grasselli Chemical Company and land of the Central Railroad of New
Jersey, and extending thence along said westerly right of way line of the Sound Shore
Railroad, on a curve, curving toward the northeast, with a radius of 1457.69', a distance
of 309.50 feet to an iron pipe, the real place of beginning, thence running

1. Along the line of lands conveyed to the Grasselli Dyestuff Corpora-
tion, by The Grasselli Chemical Company, by deed dated October 20, 1928, and described
in said deed, as Tract #1 North 52° 18' West 57.20' to an iron pipe, thence running

2. Still along the line of said Tract #1 north 15° 5' east 1908.50'
to an iron pipe, thence running

3. South 74° 55' east 50', to an iron pipe in the westerly right of
way line of the Sound Shore Railroad, thence running

4. Along the westerly right of way line of the Sound Shore Railroad,
south, 15° 5' west 1840.54' to an iron pipe, the beginning of a curve, to the southwest
thence running,

5. Still along, the westerly right of way line of the Sound Shore Rail-
road, upon a curve, to the southwest, having a radius, of 1457.69', 90', to the point of
beginning. Containing 2.204 acres, more or less.

Tract 4, BEGINNING at the point of intersection of the westerly right
of way, line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center
line of the present Linden Township Trunk Sewer, said point being, on the division line
between lands, formerly of The Grasselli Chemical Company and lands of the Central
Railroad of New Jersey, and extending thence along said westerly right of way line of
the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of
1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly
right of way line of the Sound Shore Railroad, and still upon said curve, 90 feet, to
a point; thence north 15°, 5' east 1840.54' to an iron pipe in said right of way line;
thence, leaving said right of way line north, 74° 55' west, 50 feet to an iron pipe;
thence north 15°, 5' east 300 feet to a point; thence north, 74°, 55' west, 775' to a
point in the line of lands conveyed to the Grasselli Dyestuff Corporation by The Gras-
selli Chemical Company by deed dated October 20, 1928, and described in said deed, as
Tract #1, the real place of beginning; thence running

1. North, 74° 55' west, 257.40', to an iron pipe, thence running

2. North, 88°, 11' 30", west, 1691.40', to an iron pipe, thence running

3. south, 50°, 45' west 541.57' to an iron pipe, the beginning of a
curve to the left, having a radius of 100' thence, running,

4. Along said curve 179.86' to an iron pipe, thence running,

5. South, 52°, 18', east 1491.17', to an iron pipe, corner to lands
conveyed in said Tract #1, thence running, with the line of lands, conveyed in said Tract
#1, north 15°, 5' east 1227.50', to an iron pipe, thence running

6. Still along the line of lands, conveyed, in said Tract #1, south
74°, 55' east 800.00' to an iron pipe, thence running,

7. Still along the line of lands conveyed in said Tract #1, North 15°
5' east 325.00', to the point of beginning. Containing 35.200 acres.

Excepting and Reserving, however, unto the party of the first part, its
successors, and assigns, the permanent right to use all the present and future main
tracks through Roadway G, which Roadway, is shown, on Sketch No. 102023 attached, hereto
and made, a part hereof, for the purpose of ingress, regress, and egress, thereover, to and
from the property, of the party of the first part.

SCHEDULE B

Marketable title of record became vested as follows and the subject premises are part of the following deeds:

- (a) Deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, a corporation of Delaware, dated October 20, 1928, recorded March 7, 1929, in Deed Book 1165, page 576.
- (b) Deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, a corporation of Delaware, dated October 20, 1928, recorded March 7, 1929, in Deed Book 1165, page 582.
- (c) Deed from General Aniline & Film Corporation (formerly General Aniline Works, Inc.) to General Aniline & Film Corporation (formerly American I. G. Chemical Corp.), dated October 31, 1939, recorded November 1, 1939, in Deed Book 1391, page 302.
- (d) Deed from E. I. du Pont de Nemours and Company to General Aniline & Film Corporation, dated September 15, 1949, recorded September 19, 1949, in Deed Book 1776, page 7.
- (e) Deed from The Central Railroad Company of New Jersey to General Aniline & Film Corporation, dated January 27, 1958, recorded January 31, 1958, in Deed Book 2356, page 634.
- (f) Deed from E. I. du Pont de Nemours and Company to General Aniline & Film Corporation, dated July 9, 1963, recorded July 12, 1963, in Deed Book 2648, page 319.
- (g) Deed from The Central Railroad Company of New Jersey to General Aniline & Film Corporation, dated January 19, 1967, recorded January 20, 1967, in Deed Book 2794, page 745.
- (h) Deed from Allied Chemical Corporation to General Aniline & Film Corporation, dated May 15, 1967, recorded May 16, 1967, in Deed Book 2802, page 536.

Grasselli Dyestuff Corporation was incorporated under the laws of the State of Delaware. On February 27, 1929, it changed its name to General Aniline Works, Inc. On October 30, 1939, it became known as General Aniline & Film Corporation. On October 31, 1939, it merged into American I. G. Chemical Corporation. On April 24, 1968, it changed its name to GAF Corporation, the grantor herein.

SCHEDULE A (continued)

18 minutes East, a distance of 782.42 feet to a point; thence (28) South 46 degrees 03 minutes 10 seconds East, a distance of 522.77 feet to a point; thence (29) South 31 degrees 07 minutes 30 seconds East, a distance of 320.65 feet to a point; thence (30) South 58 degrees 52 minutes 30 seconds West, a distance of 2.96 feet to a point; thence (31) South 31 degrees 02 minutes 30 seconds East, a distance of 530.00 feet to the point or place of Beginning.

Containing 25.828 acres as shown on a certain survey made by Grassman, Kreh & Mizer, Engineers and Surveyors, dated February 15, 1972, continued to March 14, 1972, said survey to be certified to Linden Chlorine Products, Inc., Shanley & Fisher, Esqs., and Commonwealth Land Title Insurance Company.

Map Showing Survey of Tract
Situated at the Grasselli Chemical Company.
City of Linden, Union Co. N.J.

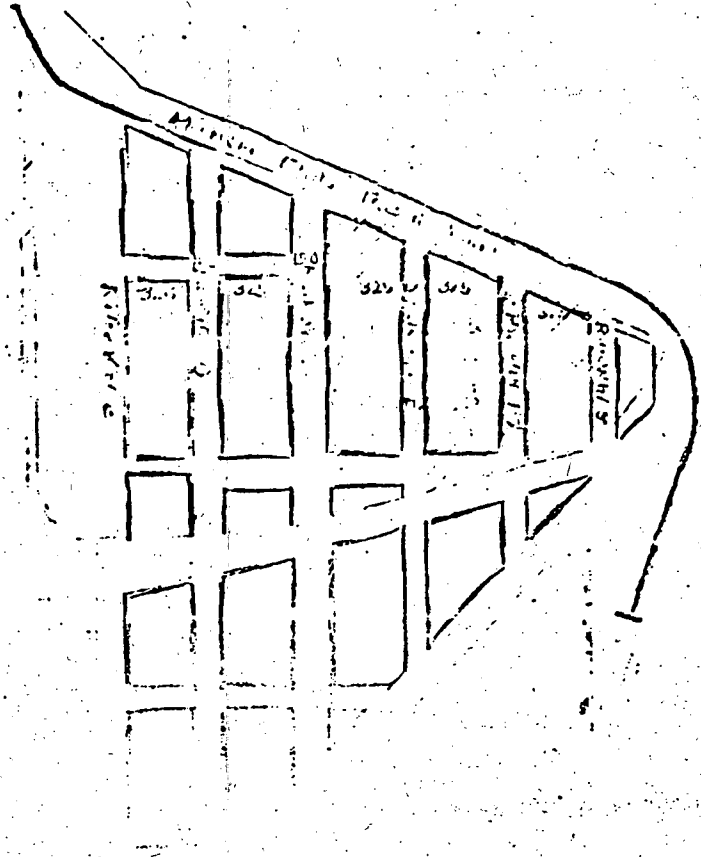
Scale, 1"=100'

Containing 2.204 Acres.

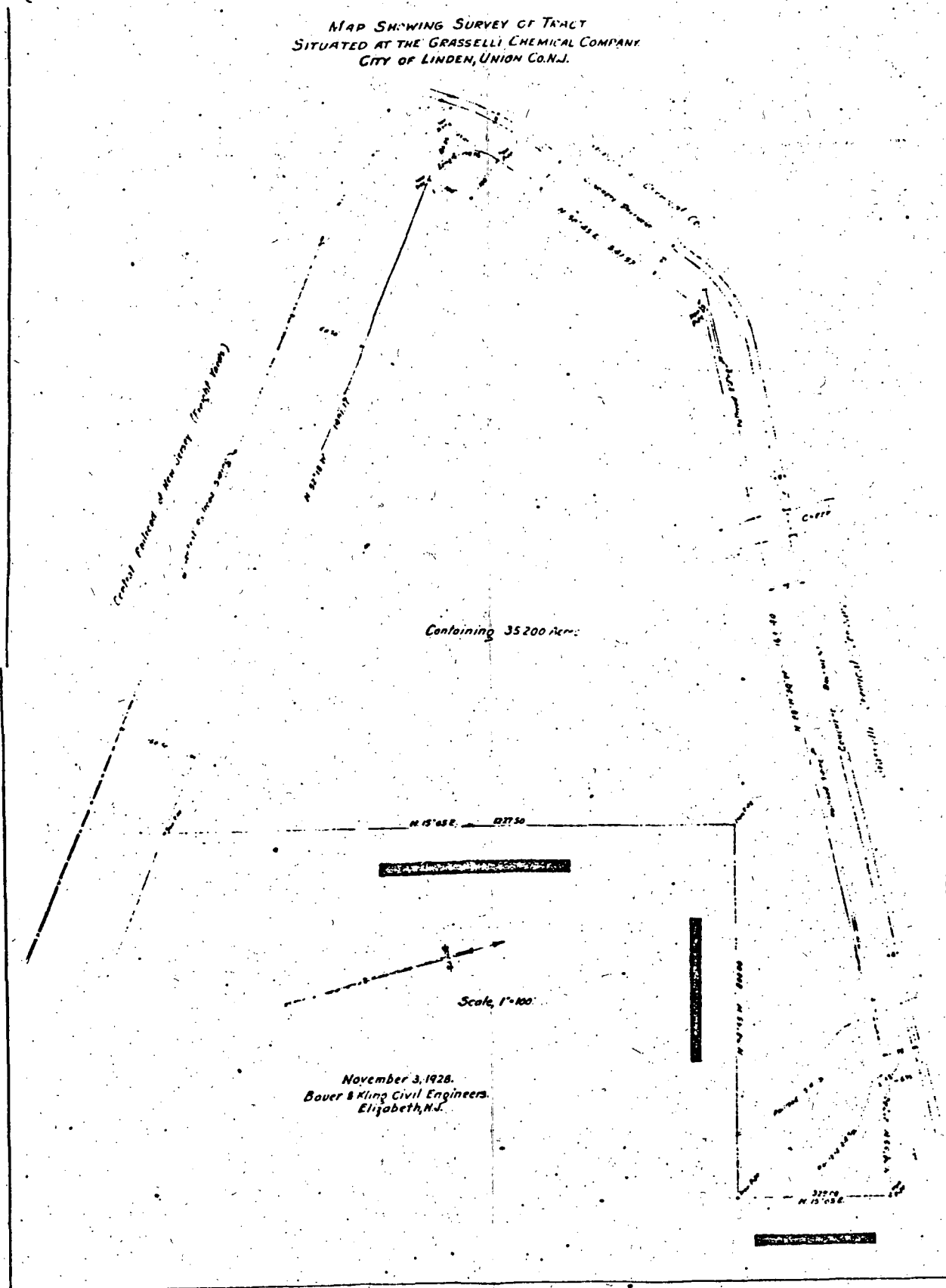
SOUND SHORE RAILROAD.

November 3, 1928
Bauer & Kling Civil Engineers
Elizabethtown, N.J.

DEEDS-1165



MAP SHOWING SURVEY OF TRACT
SITUATED AT THE GRASSELLI CHEMICAL COMPANY
CITY OF LINDEN, UNION CO. N.J.



TOGETHER with the appurtenances, thereunto belonging, and all the estate, right, title and interest, of the party of the first part, in and to said premises, except the reservation, and restriction herein before stated.

TO HAVE, AND TO HOLD, all and singular, the above described pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, its successors, and assigns, to its own proper use, benefit and behoof, forever.

AND the said party of the first part, its successors and assigns, do covenant, and grant, to and with the party of the second part, its successors, and assigns that it is the true, law ful and right onwer of all and singular, the above described land and premises, and of every part and parcel thereof, with the appurtenances, thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage judgment, or limitation or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed charged altered or defeated in any way whatsoever,

AND ALSO that the said party of the first part, now has good right full power and lawful authority to grant bargain, sell and convey the said land and premises in manner aforesaid.

AND ALSO that the said party of the first part, will WARRANT, secure and forever defend, the said land and premises, unto the said party of the second part, its successors and assigns, forever, against the law ful claims and demands of all and every person and persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part, has caused, this instrument, to be signed, by its proper officer, thereunto duly authorized, this twentieth day of October, nineteen hundred and twenty eight.

Attest E.R. Bailey,
Secretary.

The Grasselli Chemical Company,
By E.W. Furst,
As Vice President.

(SEAL) (The Grasselli Chemical Company, Corporate seal,)
Inc. 1885, Ohio.)

State of Ohio, ;
County of Cuyahoga, ; SS.

BE IT REMEMBERED that on this twentieth day of October, in the year of our Lord, one thousand nine hundred and twenty eight before me, the subscriber, a Notary Public in and for the county of Cuyahoga, State of Ohio, personally appeared E.R. Bailey, who, being by me duly sworn, doth depose and make proof to my satisfaction that he well knows the corporate seal of The Grasselli Chemical Company, the grantor named in the foregoing deed; that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto, and the said deed signed and delivered, by E. W. Furst, who was, at the date and execution thereof, the Vice President, of said company, in the presence of the said deponent, as the voluntary act and deed, of the said company, and that the said deponent, thereupon signed the same as subscribing witness.

Sworn and subscribed, before me,
at Cleveland, Ohio, on the date aforesaid.

E.R. Bailey.

M.J. Collins, (SEAL),
Notary Public, (Ohio.)

State of Ohio ;
County of Cuyahoga, ; SS.

I, George Wallace, Clerk of the county of Cuyahoga, and also Clerk, of the court of Common Pleas, being a court of record, held therein, do hereby Certify that M.J. Collins, the Notary Public, before whom, the within acknowledgement was made, and whose name is subscribed, to the Certificate of the proof, or acknowledgement, of the annexed instrument, and thereon written, was, at the time of taking such proof, or acknowledgement, a Notary Public, in and for the county of Cuyahoga, dwelling in said county, commissioned, and sworn, and duly authorized by the laws of the State of Ohio, to take acknowledgement and proof of deeds, or conveyances, for lands, tenements, and hereditaments in said State of Ohio. And Further, that I am well acquainted with the handwriting of such Notary Public, and verily believe, that the signature, to the said Certificate of proof, or acknowledgement, is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal as county Clerk and Clerk of said court, this 8th day of February, 1929.

George Wallace, Clerk (SEAL)

By J.A. Baker,

Deputy Clerk.

Rec'd. Mar. 7, 1929,
at 10.40 A.M. #3765.

Recorded at request, of Benjamin F. Jones.

The Grasselli Chemical Company, ;
to ;
Grasselli Dyestuff Corporation, ;

DB1165-582

THIS INDENTURE made the twentieth day of
October, nineteen hundred and twenty eight
BETWEEN The Grasselli Chemical Company, a co-
poration, organized under the laws of the State of Ohio, party of the first part; AND
Grasselli Dyestuff Corporation, a corporation organized, under the laws of the State of
Delaware, party of the second part.

WITNESSETH that the said party of the first part, for and in consider-
ation, of the sum of ten dollars (\$10.00) lawful money of the United States, of America,
to it in hand well and truly paid by the said party of the second part, at or before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and
the said party of the first part, therewith fully satisfied, contented and paid, has given
granted, bargained, sold, aliened, remise, released, enfeoffed, conveyed and confirmed,
and by these presents, does give, grant bargain, sell, convey and confirm to the said
party of the second part, and to its successors and assigns forever;

ALL those two certain tracts, of land with the buildings, and improvement
thereon erected, situate, lying and being, in the Township of Linden, in the county of
Union, State of New Jersey and bounded, and described, as follows;

Tract 1. BEGINNING, at the point of intersection of the westerly right of
way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line
of the present Linden Township Trunk Sewer. Said point being the division line between
lands, of The Grasselli Chemical Company and lands of the Central Railroad, of New Jersey
thence running

1. Along said westerly right of way, line of the Sound Shore Railroad,
on a curve, curving toward, the northeast, with a radius, of 1457.69 feet, a distance of
309.50 feet, to a point, thence running,

2, N. 52°, 18' W. 57.20 feet to a point, thence running,

3. Parallel with the straight tangent; of the Sound Shore Railroad, and
50 feet distant westerly, at right angles, from the westerly right of way line thereof,
N. 15° 05' E. 1903.50 feet to a point, thence running,

4, Along line of other lands, of The Grasselli Chemical Company, N. 9°
55' W. 240.00 feet to a point, thence running

5, Still along line of lands, of The Grasselli Chemical Company, N. 35° 00'
W. 128.53 feet to a point, distant, at right angles, 250.00 feet from the westerly right
of way line of the Sound Shore Railroad, (as laid out 50 feet, in width,) thence running,

6, Still, along line of lands, of The Grasselli Chemical Company, and
at right angles, with the Sound Shore Railroad N. 74°, 55' W. 575.00 feet, to a point,
thence running

7, Still, along, line of lands, of The Grasselli Chemical Company, and
parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point, thence running

8. Still along line of lands, of The Grasselli Chemical Company, and
at right angles, with the Sound Shore Railroad, N. 74°, 55', W. 600.00 feet to a point,
thence running,

9, Still along line of lands, of The Grasselli Chemical Company, and parallel, with the Sound Shore Railroad, S. 15° 05', W. 1227.50 feet to a point distant northerly, at right angles, 146.00 feet, from the northerly line of lands, of the Central Railroad - - - of New Jersey, thence running,

10, Still along line of lands of The Grasselli Chemical Company, and parallel, with the northerly line of lands of the Central Railroad Company, of New Jersey and distant, northerly at right angles, 146.00 feet, therefrom, S. 52°, 18', E. 1456.95 feet to a point, or curve, thence running,

11, Still along line of lands, of the Grasselli Chemical Company on a curve, curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency, thence running,

12, Still along line of lands of The Grasselli Chemical Company, S. 12°, 15', E. 290.20 feet, to a point, in the center line of the Linden Township Trunk Sewer, thence running

13, Along line of lands of the Central Railroad, Company, of New Jersey and along the center line of the said Linden Township Trunk Sewer, S. 68°, 45' E. 25.00 feet to the place of beginning, Containing 62.127 acres.

Tract 2.

BEGINNING, at the point of intersection of the easterly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), and the center line of the Present Linden Township Trunk Sewer, Said point being, the division line between lands of The Grasselli Chemical Company, and lands of the Sinclair Oil Company, thence running

1, Along line of lands, of the Sinclair Oil Company, and along the Center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point, thence running

2, Still along line of lands, of the Sinclair Oil Company, and parallel with the Linden Township Trunk Sewer, and distant southerly (3) three feet from the center line thereof, S. 64°, 37' E. 1023.63 feet to a point, in the U.S. Government Pierhead and Bulkhead line, thence running,

3, Along said U.S. Government Pierhead, and Bulkhead, line, N. 2° 27' W. 86.40 feet, to an angle, point in same, thence running,

4, Still along U.S. Government Pierhead, and Bulkhead line, N. 18° 27' E. 23.76 feet, to a point, thence running,

5, Along line of lands of the Grasselli Chemical Company, and parallel with the second course, of this description, N. 64°, 37' W. 984.02 feet to a point, thence running,

6, Still along line of lands, of The Grasselli Chemical Company, and parallel, with the first course, of this description, N. 68° 45' W. 244.20 feet, to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running,

7, Along, said easterly, right of way line, of the Sound Shore Railroad, on a curve, curving toward the southeast, with a radius, of 1407.69 feet, a distance of 106.30 feet to the place of beginning. Containing 2.811 Acres.

Excepting and Reserving, however, unto the party of the first part, its successors, and assigns, the permanent right to use all the present and future main tracks, located on Roadway B and Roadway C, as shown, on Sketch No. 102028. attached hereto, and made a part hereof, for the purpose of ingress, regress, and egress, thereover to and from, the property, of the party of the first part.

TOGETHER, with the appurtenances, thereunto belonging, and all the estate, right, title and interest, of the party of the first part, in and to said premises, except the reservation and restriction herein before stated.

TO HAVE AND TO HOLD, all and singular, the above described pieces or parcels of land and premises, with the appurtenances, unto the said party of the second part, its successors, and assigns, to its own proper use, benefit, and behoof forever.

AND the said party of the first part, its successors, and assigns, do covenant, and grant to and with the party of the second part, its successors, and assigns, that it is the true, lawful and right owner of all and singular, the above described land and premises, and of every part and parcel thereof, with the appurtenances, thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever.

AND ALSO that the said party of the first part, now has good right full power and lawful authority, to grant bargain, sell and convey the said land and premises in manner aforesaid.

AND ALSO, that the said party of the first part, will WARRANT, secure and forever defend the said land and premises, unto the said party of the second part, its successors, and assigns, forever, against the lawful claims and demands of all and every

IN WITNESS WHEREOF, the said party of the first part, has caused, this instrument to be signed by its Proper officer, thereunto duly authorized, this twentieth day of October, nineteen hundred and twenty eight.

In the Presence of

E. R. Bailey,

Secretary . (SEAL) (The Grasselli Chemical Company, Corporate seal,
Inc. 1885, Ohio.)

The Grasselli Chemical Company

By E.W. Furst,

As Vice President.

State of Ohio ;

County of Cuyahoga, ; SS.

BE IT REMEMBERED that on this twentieth day of October, in the year of our Lord one thousand, nine hundred and twenty eight before me, the subscriber, a Notary Public, in and for the county of Cuyahoga, State of Ohio, personally appeared E.R. Bailey, who being by me duly sworn, doth depose and make proof to my satisfaction that he well knows the corporate seal of The Grasselli Chemical Company the grantor named in the foregoing Deed; that the seal thereto affixed is the proper corporate seal, of said company; that the same was so affixed thereto and the said deed signed and delivered by E.W. Furst, who was, at the date and execution thereof, the Vice President of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, and that the said deponent, thereupon signed the same as subscribing witness.

Sworn and subscribed before me

E.R. Bailey.

at Cleveland, Ohio, on the date aforesaid.

M.J. Collins, (SEAL),

Notary Public, (Ohio.)

State of Ohio, ;

County of Cuyahoga, ; SS

I, George Wallace, Clerk of the county of Cuyahoga, and also Clerk of the court of Common Pleas, being a court of record, held therein, do hereby certify that M. J. Collins, the Notary Public, before whom the within acknowledgement was made, and whose name is subscribed, to the Certificate, of the proof, or acknowledgement, of the annexed instrument, and thereon written, was at the time of taking such proof, or acknowledgement, a Notary Public, in and for the county of Cuyahoga, dwelling in said county, commissioned and sworn, and duly authorized, by the laws of the State of Ohio, to take acknowledgements, and proofs, of deeds, or conveyances, for lands, tenements, and hereditaments, in said State of Ohio. And further, that I am well acquainted with the handwriting, of such Notary Public, and verily believe, that the signature to the said Certificate of proof or acknowledgement, is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed, my official Seal as county Clerk, and Clerk of said court, this 8th day of February, 1929.

George Wallace, Clerk (Seal)

By J.A. Baker,
Deputy Clerk.

Rec'd. Mar. 7, 1929,

at 10.48 A.M. #3767.

Recorded, at request of Benjamin F. Jones.

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General Aniline & Film Corporation
(formerly General Aniline Works, Inc.)

To

General Aniline & Film Corporation,
(formerly American I. G. Chemical Corp.)

DB 1391-302

This Indenture, made this 31st day of October, 1939, by and between General Aniline & Film

Corporation, formerly known as General Aniline Works, Inc., and previously as, Grasselli Dyestuff Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 435 Hudson Street, Borough of Manhattan, City, County and State of New York, party of the first part, and General Aniline & Film Corporation, formerly known as American I.G. Chemical Corporation, a corporation organized and existing under the laws of the State of Delaware having, its principal place of business at 521 Fifth Avenue, Borough of Manhattan, City, County and State of New York, party of the second part;

Whereas, General Aniline Works, Inc., has by certificate of amendment of its certificate of incorporation, duly filed on October 30, 1939, in the office of the Secretary of State of the State of Delaware, changed its name to General Aniline & Film Corporation; and

Whereas American I. G. Chemical Corporation has by certificate of ownership, pursuant to Section 59 A of of the General Corporation Law of the State of Delaware, duly filed on October 31, 1939 in the office of the Secretary of State of the State of Delaware, merged into itself, said General Aniline & Film Corporation, relinquished its corporate name and assumed in place thereof the name of said merged corporation, namely, General Aniline & Film Corporation;

Now, Therefore, this Indenture Witnesseth;

That the party of the first part, in consideration of the merger of the party of the first part into the party of the second part, and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm, unto the party of the second part, its successors and assigns, forever;

All those certain tracts or parcels of land with the buildings and improvements thereon erected, situate, lying and being in the Township of Linden, in the County of Union, State of New Jersey, bounded and described as follows:

Tract 1: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width), and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, thence running; 1. along said Westerly right of way line of the Sound Shore Railroad, on a curve curving toward the northeast, with a radius of 1457.69 feet a distance of 309.50 feet to a point, thence running 2. N. 52° 18' W. 57.20 feet to a point, thence running 3. parallel with the straight tangent of the Sound Shore Railroad, and 50 feet distant westerly at right angles from the Westerly right of way line thereof, N. 15° 05' E. 1908.50 feet to a point, thence running 4. along line of other lands now or formerly of The Grasselli Chemical Company, N. 9° 55' W. 240.00 feet to a point; thence running 5. still along line of lands now or formerly of The Grasselli Chemical Company N. 35° 00' W. 128.53 feet to a point, distant at right angles 250.00 feet from the westerly right of way line of the Sound Shore Railroad, (as laid out 50 feet in width), thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad N. 74° 55' W. 575.00 feet to a point, thence running 7. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 325 feet to a point, thence running 8. still along line of lands now or formerly of The Grasselli Chemical Company, and at right angles with the Sound Shore Railroad, N. 74° 55' W. 800.00 feet to a point, thence running 9. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the Sound Shore Railroad, S. 15° 05' W. 1227.50 feet to a point distant northerly at right angles 146.00 feet from the northerly line of lands now or formerly of the Central Railroad of New Jersey, thence running 10. still along line of lands now or formerly of The Grasselli Chemical Company, and parallel with the northerly line of lands now or formerly of the Central Railroad Company of New Jersey and distant northerly at right angles 146.00 feet therefrom, S. 52° 18' E 1456.95 feet to a point or curve, thence running 11. still along line of lands now or formerly of The Grasselli Chemical Company on a curve curving toward the south with a radius of 350.00 feet, a distance of 244.65 feet to a point of tangency,

thence running 12. still along line of lands now or formerly of The Grasselli Chemical Company, S. 12° 15' E. 290.20 feet to a point in the center line of the Linden Township Trunk Sewer, thence running 13. along line of lands now or formerly of the Central Railroad Company of New Jersey, and along the center line of the said Linden Township Trunk Sewer, S. 68° 45' E. 25.00 feet to the place of Beginning. Containing 62.127 Acres.

Tract 2: Beginning at the point of intersection of the easterly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer. Said point being the division line between lands now or formerly of The Grasselli Chemical Company and lands now or formerly of the Sinclair Oil Company, thence running 1. Along line of lands now or formerly of the Sinclair Oil Company, and along the center line of the Linden Township Trunk Sewer, S. 68° 45' E. 203.70 feet to a point, thence running 2. still along line of lands now or formerly of the Sinclair Oil Company and parallel with the Linden Township Trunk Sewer and distant southerly (3) three feet from the center line thereof, S. 64° 37' E. 1023.63 feet to a point in the U.S. Government Pierhead and Bulkhead Line, thence running 3. along said U.S. Government Pierhead and Bulkhead line, N. 2° 27' W. 86.40 feet to an angle point in same, thence running 4. still along the U.S. Government Pierhead and Bulkhead Line, N. 18° 27' E. 23.76 feet to a point, thence running 5. along line of lands now or formerly of The Grasselli Chemical Company and parallel with the second course of this description, N. 64° 37' W. 984.02 feet to a point, thence running 6. still along line of lands now or formerly of The Grasselli Chemical Company and parallel with the first course of this description, N. 68° 45' W. 244.20 feet to a point in the aforesaid easterly right of way line of the Sound Shore Railroad, thence running 7. Along said easterly right of way line of the Sound Shore Railroad, on a curve curving toward the southeast with a radius of 1407.69 feet a distance of 106.30 feet to the place of Beginning. Containing 2.811 Acres.

Excepting and Reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey in Book 1165 of Deeds on pages 582 etc., but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 1 and 2 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey, on March 7, 1929 in Book 1165 of Deeds on pages 582, etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Tract 3: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands now or formerly of The Grasselli Chemical Company and land now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, the real place of beginning, thence running 1. along the line of lands conveyed to the Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract # 1 North 52° 18' West 57.20' to an iron pipe, thence running 2. still along the line of said tract #1 North 15° 5' East 1908.50' to an iron pipe, thence running 3. South 74° 55' East 50' to an iron pipe in the westerly right of way line of the Sound Shore Railroad, thence running 4. along the westerly right of way line of the Sound Shore Railroad South 15° 5' West 1840.54' to an iron pipe, the beginning of a curve to the southwest, thence running 5. still along the westerly right of way line of the Sound Shore Railroad upon a curve to the Southwest having a radius of 1457.69', 90' to the point of Beginning, Containing 2.204 Acres, more or less.

Tract 4: Beginning at the point of intersection of the westerly right of way line of the Sound Shore Railroad, (as laid out 50 ft. in width), and the center line of the present Linden Township Trunk Sewer, said point being on the division line between lands formerly of The Grasselli Chemical Company and lands now or formerly of the Central Railroad of New Jersey, and extending thence along said westerly right of way line of the Sound Shore Railroad on a curve curving toward the northeast, with a radius of 1457.69', a distance of 309.50 feet to an iron pipe, thence still along the westerly right of way line of the Sound Shore Railroad and still upon said curve 90 feet to a point; thence North 15° 5' East, 1840.54' to an iron pipe in said right of way line; thence leaving said right of way line North 74° 55' West 50 feet to an iron pipe; thence North 15° 5' East 300' to a point; thence North 74° 55' West 775' to a point in the line of lands conveyed to the Grasselli Dyestuff Corporation, by The Grasselli Chemical Company by deed dated October 20, 1928, and described in said deed as Tract #1, the real place of Beginning, thence running 1. North 74° 55' West 257.40' to an iron pipe, thence running 2. North 68° 11' 30" West 1891.00' to an iron pipe, thence running 3. South 50° 45' West 541.57' to an iron pipe, the beginning of a curve to the left having a radius of 100', thence running 4. along said curve 179.86' to an iron pipe, thence running 5.

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South 52° 18' East 1491.17' to an iron pipe, corner to lands conveyed in said Tract #1, thence running with the line of lands conveyed in said Tract #1 North 15° 5' East 1227.50' to an iron pipe; thence running 6. still along the line of lands conveyed in said tract #1, South 74° 55' East 800.00' to an iron pipe, thence running 7. still along the line of lands conveyed in said tract #1 North 15° 5' East 325.00' to the point of Beginning, Containing 35.200 Acres.

Excepting and reserving therefrom the right and easement reserved to The Grasselli Chemical Company by instrument dated October 20, 1928 and recorded on March 7, 1929 in the office of the Register of the County of Union, New Jersey, in Book 1165 of Deeds on pages 576 etc. but only to the extent that the same may be in force and effect and may affect the premises above described.

The foregoing parcels numbered 3 and 4 are the same premises that were conveyed by The Grasselli Chemical Company to Grasselli Dyestuff Corporation by deed dated October 20, 1928 and recorded in the office of the Register of the County of Union, New Jersey on March 7, 1929 in Book 1165 of Deeds on pages 576 etc., said Grasselli Dyestuff Corporation being later known as General Aniline Works, Inc.,

Subject as to said parcels, 1, 2, 3, and 4 to covenants agreements and restrictions in former instruments of record, if any, a portion of said premises being also subject to a certain lease to Plaskon Co., Inc.,

Also, all that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Summit, County of Union and State of New Jersey, bounded and described as follows:

Beginning in the Westerly line of Lenox Avenue, at a point therein distant Northerly one thousand four hundred fifty (1450) feet from the intersection of said Westerly line of Lenox Avenue with the Northerly line of Springfield Avenue, said beginning point being also the point of intersection of the dividing line between the lot hereby conveyed and the land now or late of Irving H. Taylor; thence (1) North sixty (60) degrees thirty-eight (38) minutes West one hundred eighty-two feet and eighty-four hundredths of a foot (182.84) to a monument; thence 2. North twenty-seven (27) degrees twenty-six (26) minutes East one hundred (100) feet to a point; thence (3) South seventy-seven (77) degrees thirty-one (31) minutes East one hundred forty-four feet and twenty hundredths of a foot (144.20) to said Westerly line of Lenox Avenue; thence (4) along the Westerly line of Lenox Avenue South ten (10) degrees forty-one (41) minutes West one hundred fifty (150) feet to point or place of beginning.

Subject to covenants and restrictions contained in five deeds recorded in the office of the Register of the County of Union in Deed Book 407 at page 158, Deed Book 400 at page 218, Deed Book 576 at page 400, Deed Book 991 at page 1 and Deed Book 991 at page 3, but only to the extent that the same may be in force and effect and may affect the above described premises.

Subject Also to a certain mortgage dated April 25, 1925 and recorded on April 29, 1925 in said Register's office in Book 710 of Mortgages at page 237 thereof, now held by the Trustees of the Theological Seminary of the Presbyterian Church at Princeton, State of New Jersey.

Subject Also to a certain lease of said premises to Edward A. Sroll.

Being the same premises described in and conveyed by a certain deed dated December 30, 1933 made by Carl Pretzell and Elizabeth Pretzell, his wife to General Aniline Works, Inc., and recorded in said Register's office on December 30, 1933 in Book 1280 of Deeds on pages 319, etc.

Together with all and singular the tenements, hereditaments, and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

Also all the estate, right, title, interest, property, possession, claim and demand whatsoever of the party of the first part, of, in and to the same and of, in and to every part and parcel thereof with the appurtenances;

Also, all the right, title and interest of the party of the first part in and to the land lying in the bed of any streets or avenues adjoining the above described premises.

To have and to hold all and singular the above described lands and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, subject as aforesaid.

And the said party of the first part, for itself, its successors and assigns, does covenant and grant to and with the party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described lands and premises and of every part and parcel thereof, with the appurtenances thereunto belonging, and that the said lands and premises, or any part thereof, at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment or limitation or by

any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made for the above described lands and premises, can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid.

And Also, that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said lands and premises, in manner aforesaid.

And Also, that the said party of the first part will warrant, secure and forever defend the said lands and premises unto the said party of the second part, its successors and assigns forever, against the lawful claims and demands of all and every person and persons freely and clearly freed and discharged of and from all manner of encumbrances whatsoever, except as aforesaid.

In Witness Whereof, the party of the first part, said General Aniline & Film Corporation, has caused this indenture to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first above written.

Attest:

H. Aickelin,
Secretary.

General Aniline & Film Corporation,
By, R. Hutz,
President.

(Seal)(General Aniline & Film Corporation,
Incorporated State of Delaware, 1924)

State of New York :
County of New York :SS:

Be it remembered, that on this 31st day of October, in the year of our Lord, One Thousand Nine Hundred thirty-nine, before me the subscriber, a Notary Public of the State of New York, personally appeared H. Aickelin, who being by me duly sworn according to law, on his oath, doth depose and say; That he is the Secretary of General Aniline & Film Corporation, a corporation of the State of Delaware party of the first part in the foregoing indenture named and that he well knows the corporate seal of said corporation; that the seal affixed to said indenture is the corporate seal of said corporation; that said seal was so affixed and said indenture signed and delivered in pursuance of a resolution of the board of directors of said corporation and with the unanimous consent of all of the stockholders thereof and by R. Hutz, who was at the time of the execution of said indenture the President of said corporation, and that he saw the said R. Hutz, as such President affix said seal thereunto and sign and deliver said indenture and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of said corporation pursuant to said resolution of its board of directors and with the unanimous consent of all of its stockholders, and that this deponent signed his name thereto at the same time as subscribing witness.

Subscribed and sworn to before me, a Notary Public of the State of New York, at the City, County and State of New York the day and year first above written.

H. Aickelin

Charles R. Maxwell, Jr. (Seal)
Notary Public, New York County,
N.Y.Co. Clk's No. 303, Reg. No. 1-M-322
Commission Expires March 30, 1941.

State of New York :
County of New York :SS: No. 10962

I, Archibald R. Watson, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, do hereby certify, that Charles R. Maxwell, Jr., whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of Oct, 1939.

Archibald R. Watson, (Seal)
Clerk

Rec'd. Nov. 1, 1939
At 11:00 A.M. No. 7507
Recorded at the request of F.W. Hubby.

THIS INDENTURE, made the 15th day of September,
 in the year of our Lord one thousand nine hundred and forty-
 nine, between E. I. du PONT de NEMOURS and COMPANY, a Dela-
 ware corporation, having its principal office at No. 1007
 Market Street, in the City of Wilmington, in the County of
 New Castle and State of Delaware, and duly licensed to do
 business in the State of New Jersey, party of the first part,
 and GENERAL ANILINE & FILM CORPORATION, a Delaware corpora-
 tion, having its principal office in the City of New York,
 County of New York and State of New York, duly licensed to
 do business in the State of New Jersey and having a manufac-
 turing plant at Linden, New Jersey, party of the second part,

W I T N E S S E T H :

THAT the said party of the first part for and in
 consideration of the sum of Ten Dollars (\$10.00), lawful
 money of the United States of America, to it in hand well
 and truly paid by the said party of the second part, at or
 before the sealing and delivery of these presents, the re-
 ceipt whereof is hereby acknowledged, and the said party of
 the first part being therewith fully satisfied, contented
 and paid, has given, granted, bargained, sold, aliened, re-
 leased, enfeofed, conveyed and confirmed, and by these pres-
 ents does give, grant, bargain, sell, alien, release, enfeof,
 convey and confirm to the said party of the second part, and
 to its successors and assigns, forever,

ALL that certain tract of land situate, ly-
 ing and being in the Township of Linden, County

of Union a. State of New Jersey, bounded and described as follows:

STARTING at the point of intersection of the westerly right of way line of the Sound Shore Railroad (as laid out 50 feet in width) and the center line of the present Linden Township Trunk Sewer, said point being in the division line between land of the party of the second part and land of the Central Railroad of New Jersey; thence running along land conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and described in said deed as "Tract No. 1", and along said division line and along the center line of the said Linden Township Trunk Sewer, N. 68° 45' W. 25 feet to a point, the real place of beginning of the land herein conveyed; thence running

(1) Along line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 582, N. 12° 15' W. 290.20 feet to a point of curve; thence running

(2) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, on a curve curving toward the left with a radius of 350 feet a distance of 244.65 feet to a point of tangency; thence running

(3) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 582, N. 52° 18' W. 1456.95 feet to a point; thence running

(4) Along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, recorded in said Register's Office in Book 1165 of Deeds, page 576, and still along said course of N. 52° 18' W. 1491.17 feet to a point of curve; thence running

(5) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by said deed recorded in Book 1165 of Deeds, page 576, on a curve curving toward the right having a radius of 100 feet a distance of 179.86 feet to a point of tangency; thence running

(6) Still along the line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by said deed recorded in Book 1165 of Deeds, page 576, N. 50° 45' E. 14.94 feet to a point; thence running

(7) N. 39° 15' W. 67.13 feet to a point of curve in the southeasterly side of the private concrete road of the party of the first part, which said pri-

vate road connects the plant property of the party of the first part with the Tremley Point Road; thence running

(8) Along the said southeasterly side of said concrete road on a curve curving toward the left having a radius of 425.83 feet a distance of 137.09 feet to a point of tangency; thence running

(9) Still along the said southeasterly side of said concrete road S. $32^{\circ} 18' 16''$ W. 26.71 feet to the intersection of said southeasterly side with the northeasterly property line of the Central Railroad of New Jersey, being the division line between property of the party of the first part and said Central Railroad of New Jersey; thence running

(10) Along said division line on a curve to the left with a radius of 603.80 feet a distance of 416.56 feet to a point of tangency; thence running

(11) Still along said division line S. $52^{\circ} 18'$ E. 2486.94 feet to a point; thence running

(12) Still along said division line S. $31^{\circ} 15'$ E. 509.20 feet to the point of intersection of said line with the center line of the present Linden Township Trunk Sewer; thence running

(13) Along said Linden Township Trunk Sewer and said division line S. $68^{\circ} 45'$ E. 224.87 feet to the real place of beginning;

EXCEPTING THEREFROM that certain easement or right of way (twenty (20) feet in width) granted by the party of the first part to Reconstruction Finance Corporation by deed bearing date the 31st day of August, 1945, and recorded in the Register's Office of Union County, New Jersey, on June 15, 1946, in Book 1555, page 560, as No. 28333 (and therein referred to as "Right of Way No. 3") to lay, operate, alter, inspect, maintain, change the size of, replace and remove, subject to the terms, covenants, conditions, reservations, restrictions and limitations set forth in said deed, three (3) parallel 12-inch or lesser pipe lines, under, across and through the land herein conveyed, to be buried at least thirty-two (32) inches from the top of said pipe lines (except as in said deed otherwise provided), along a way the center line of which is described in said deed as follows:

"(a) Starting at a point in a stone monument in the southwesterly end of the northwesterly boundary line of land of General Aniline and Film Corporation granted and conveyed by The Grasselli Chemical Company, an Ohio corporation, to Grasselli Dyestuff Corporation, now General Aniline and Film Corporation, by deed dated October 20, 1928, recorded in the

Register's Office of the County of Union, State of New Jersey, in Book 1165 of Deeds for said County, on page 576 et seq., and the southeasterly boundary line of land of DU PONT, and distant South 50° 36' 50" West 541.47 feet more or less (shown by a former survey and in said deed as South 50° 45' West 541.47 feet) along said common boundary line from a stone monument in the North corner of said land of General Aniline and Film Corporation;

"(b) Thence along a curve to the left and to the South (the common boundary line between land of said corporation and land of DU PONT), having a radius of 100 feet, 142.16 feet to a point, which is the real Point of Beginning;

"(c) Thence from said Point of Beginning, South 11° 07' West 100.69 feet to a point;

"(d) Thence South 48° 28' 10" West 22.0 feet to the boundary line between land of DU PONT and land of Central Railroad Company of New Jersey;"

BUT HEREBY GRANTING unto the party of the second part, its successors and assigns, all the right, title and interest reserved in said deed by the party of the first part in respect of said Right of Way No. 3, and the party of the second part hereby assumes and agrees to keep and perform all the obligations of the party of the first part applicable to said Right of Way No. 3 set forth in said deed and therein stipulated to be kept and performed by the party of the first part.

Said land is conveyed SUBJECT ALSO to all legal highways, block and zoning ordinances, to all covenants, restrictions, reservations, conditions and limitations of record and to all other rights, right of ways and easements now in use or of record.

AND by these presents the party of the first part does hereby give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, its successors and assigns, all the right, title and interest of the party of the first part in and to the rights and easements contained in the following described exceptions and reservations, to-wit:

(1) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928,

and recorded March 7, 1929, in the Register's Office of Union County, New Jersey, in Book 1165 of Deeds, page 582, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on Roadway B and Roadway C as shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(2) That certain right and easement set forth in the exception and reservation contained in the deed from The Grasselli Chemical Company to Grasselli Dyestuff Corporation, dated October 20, 1928, and recorded March 7, 1929, in said Register's Office in Book 1165 of Deeds, page 576, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks through Roadway G which Roadway is shown on Sketch No. 102028 attached hereto and made a part hereof for the purpose of ingress, regress and egress thereover to and from the property of the party of the first part."

(3) That certain right and easement set forth in the exception and reservation contained in the deed from the party of the first part herein to the party of the second part herein, dated May 5, 1942, and recorded May 12, 1942, in said Register's Office in Book 1458 of Deeds, page 210, and therein reading as follows: "Excepting and reserving, however, unto the party of the first part, its successors and assigns, the permanent right to use all the present and future main tracks located on the extensions over the land herein conveyed of roadways known as 'Roadways B and C' on the plant property of the party of the second part, for the purposes of ingress, regress and egress thereover to and from the property of the party of the first part."

TOGETHER with all and singular the buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the land and premises herein conveyed and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular, the above described land and premises, with the appurtenances, unto the

said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does for itself, its successors and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, except as aforesaid, by which the title of the said party of the second part, hereby made or intended to be made, of, in and to the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; and also, that the said party of the first part now has good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that the said party of the first part will warrant, secure and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate seal to be hereto

affixed and attested by its Assistant Secretary and these presents to be signed by its Vice-President, the day and year first above written.

E. I. du PONT de NEMOURS and COMPANY

Attest:

By

Assistant Secretary
F. G. Hess

W. J. Beadle
Vice-President

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) SS.

BE IT REMEMBERED That on this 15 day of September, 1949, before me, R. R. GRIFFITH, a Notary Public in and for the State and County aforesaid, personally appeared F. G. HESS, to me known, who being by me duly sworn according to law, on his oath doth depose and make proof to my satisfaction that he is an Assistant Secretary of E. I. du PONT de NEMOURS and COMPANY, a corporation of the State of Delaware, the grantor in the foregoing instrument named; that he well knows the seal of said corporation; that the seal affixed to the said instrument is the corporate seal of said corporation, that it was so affixed in pursuance of a Resolution of the Board of Directors of the said corporation; that W. J. BEADLE is a Vice-President of said corporation; that he saw the said W. J. BEADLE as such Vice-President affix said seal thereto, sign and deliver said instrument, and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation in pursuance of said Resolution, and that this deponent signed his name thereto, at the same time, as an attesting witness.

Sworn and Subscribed before me at Wilmington, Delaware, the day and year first hereinabove written.

Notary Public

R. R. GRIFFITH

MY COMMISSION EXPIRES MAY 2, 1951

I, JAMES M. MALONEY, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, DO HEREBY

CERTIFY, THAT

R. P. Griffith, by whom the foregoing affidavit or acknowledgment is certified, now is and was at the date of said affidavit or acknowledgment a Notary Public for the State of Delaware residing in New Castle County, and duly commissioned and qualified as such to take acknowledgment to all deeds and instruments of writing and administering oaths and take affidavits within said State, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the 15th day of Sept, 1949

James M. Maloney
Prothonotary of the Superior Court.

DEED 21079J

E. I. du PONT de NEMOURS
and
COMPANY

to

GENERAL ANILINE
CORPORATION

RECEIVED
NEW CASTLE COUNTY, N. J.

SEP 9 10 11 AM '49
ROBERT J. PASCOE
REGISTER

1949

Dated September 15,

PETER W. J. -
GEORGE BROWN, JR.

460 BLANCKFIELD AVE.

MONTCLAIR, N. J.

49

19th day of Sept.

10.11 in Book 1776

recorded

Deeds at 780

2356 634

58425

This Indenture, Made the Twenty-seventh day of January in the year of our Lord one thousand nine hundred and fifty-eight

Between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation

of the STATE OF New Jersey, Party

And GENERAL ANILINE & FILM CORPORATION, a corporation of the State of Delaware, having its principal office at 230 Park Avenue in the City, County

and STATE OF New York, Party of the Second Part,

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of One (1) Dollar

lawful money of the United States of America, and other valuable consideration to it in hand well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said Party of the Second Part, and to its successors and assigns forever:

All that certain Tract or Parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Linden in the COUNTY OF Union AND STATE OF NEW JERSEY.

Beginning in the southeasterly right-of-way line of the Perth Amboy Branch of the railroad of The Central Railroad Company of New Jersey at a point being distant 50 feet southeasterly at right angles from station 200+87.57 of the stone monumented center line of said Perth Amboy Branch said point being also the end of the first course of a tract of land described in a deed dated December 19, 1919 from The Grasselli Chemical Company to said Railroad Company and recorded in the Register's Office in the County of Union, in Book No. 816 of Deeds on Page 159, etc.;

Thence (1) S. 28° 07' 30" West along the dividing line of said Railroad Company and The Grasselli Chemical Company a distance of 147.22 feet to a point of curve distant southeasterly 64.69 feet measured at right angles from said stone monumented center line;

Thence (2) still along said dividing line and along the dividing line of lands of said Railroad Company and The Grasselli Chemical Company and General Aniline & Film Corporation on a curve to the left with a radius of 603.80 feet an arc distance of 847.54 feet to a point of tangent;

Thence (3) S. 52° 18' East along said dividing line and along the dividing line of lands of said Railroad Company and General Aniline & Film Corporation on a tangent to said curve a distance of 2486.94 feet to a point;

Thence (4) S. 31° 15' East still along said last mentioned dividing line a distance of 509.20 feet to a point;

Thence (5) S. 68° 45' East still along said dividing line a distance of 249.87 feet to a point in the westerly right-of-way line of the Sound Shore Railroad, now the Sound Shore Branch of said Railroad Company, said point being distant 25 feet measured westerly and radially from the Amended and Relocated Survey of Route of a portion of the main line of said Sound Shore Railroad as filed in the Office of the Secretary of State on May 23, 1916;

Thence (6) Southerly along said westerly right-of-way line on a curve to the left with a radius of 1457.69 feet concentric to and distant 25 feet measured radially from said Amended and Relocated Survey Route an arc distance of 472.5 feet more or less to a point distant 9 feet northeasterly measured at right angles from the center line of the proposed tail track to serve General Aniline & Film Corporation, formerly the main running track of the Tremley Branch of said Railroad;

Thence (7) S. 58° 52' 30" West through lands of said Railroad Company a distance

of 18 feet to a point distant 9 feet measured southwesterly from the center line of said tail track;

Thence (8) N. $31^{\circ} 07' 30''$ West still through lands of said Railroad Company parallel to and distant 9 feet measured southwesterly at right angles from the center line of said tail track a distance of 320.65 feet to a point;

Thence (9) N. $42^{\circ} 46' 50''$ West still through lands of said Railroad Company a distance of 526.92 feet to a point;

Thence (10) N. $52^{\circ} 18'$ West through lands of said Railroad Company parallel to and distant 107 feet measured northeasterly at right angles from the seventh course of the above mentioned deed from The Grasselli Chemical Company to said Railroad Company a distance of 2194.72 feet more or less to a point;

Thence (11) N. $42^{\circ} 10'$ West through lands of said Railroad Company a distance of 684 feet more or less to a point of curve distant 15 feet measured northeasterly on a radial line from the center line of the existing running track of the Tremley Branch of said Railroad Company;

Thence (12) Northerly still through lands of said Railroad Company on a curve to the right with a radius of 558.686 feet concentric to and distant 15 feet measured northeasterly and radially from said center line of the existing running track an arc distance of 227.91 feet more or less to a point in the southeasterly side line of a 50 foot street requested to be dedicated by said General Aniline & Film Corporation, said Railroad Company and others;

Thence (13) S. $32^{\circ} 18' 16''$ West along said southeasterly side line of said street a distance of 6.58 feet more or less to a point distant 10 feet measured northeasterly and radially from said center line of said existing running track;

Thence (14) Northerly still through lands of said Railroad Company on a curve to the right with a radius of 563.686 feet concentric to and distant 10 feet measured northeasterly and radially from said center line of said existing running track an arc distance of 453.18 feet more or less to a point in said southeasterly right-of-way line of said Perth Amboy Branch of said Railroad Company;

Thence (15) N. $33^{\circ} 51'$ East still through lands of said Railroad Company parallel to and distant 50 feet measured southeasterly at right angles from said center line of said branch railroad a distance of 328.3 feet more or less to the beginning point.

Being a part of the same premises conveyed to the Party of the First Part by The Grasselli Chemical Company, a corporation of Ohio, by deed dated December 19, 1919, and recorded in Book 816 of deeds for Union County at page 159, together with a part of the same premises conveyed to the Party of the First Part by Sinclair Refining Company, a corporation of Maine, by deed dated October 21, 1920, in Book 817 of deeds for Union County at page 44. and recorded

This conveyance is made and accepted with the understanding that the Party of the First Part hereby reserves for itself, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees, the right of ingress and egress, in common with the Party of the Second Part and others having permission of the Party of the Second Part, with vehicles and on foot over a driveway 24 feet in width north of and contiguous to the southwesterly line of the land hereby conveyed and extending from the roadway crossing the northwesterly portion of the land hereby conveyed to a point 400 feet southeast of the end of the ninth course of the land hereinabove described.

The Party of the Second Part by acceptance of this deed agrees that said driveway shall be constructed and thereafter maintained by the Party of the Second Part, its successors or assigns, and any fence constructed along said driveway shall be erected on the northeasterly side of said driveway. The Party of the First Part, its officers, agents, servants, employees and invitees shall not be required to participate in any cost of maintaining said driveway. However, the Party of the Second Part may require other users, including tenants, successors or assigns of the Party of the First Part, as a condition to the use of said driveway, to agree to participate on a fair and equitable basis in such cost of maintenance, having due regard to the amount of use of and tonnage hauled over said driveway by each such user.

The Party of the First Part hereby covenants and agrees to indemnify the Party of the Second Part against any and all claims for damages arising from the use of the hereinabove reserved driveway by the Party of the First Part, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

This conveyance is also made pursuant to a certificate of approval dated October 3, 1957 issued by the Board of Public Utility Commissioners of the State of New Jersey pursuant to R.S. 48:3-7.

2356 636
Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Part Y of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Part Y of the Second Part, its successors and assigns to the only proper use, benefit and behoof of the said Part Y of the Second Part its successors and assigns forever, subject as aforesaid.

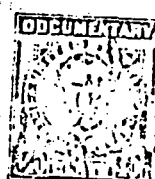
In Witness Whereof the said party of the First Part has hereunto caused these presents to be signed by its President and its corporate seal to be affixed the day and year first above written.

ATTEST:

R. E. Teston, Secretary

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY
By:

E. T. Moore, President



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

BE IT REMEMBERED

That on this 22nd day of January in the year of our Lord one thousand nine hundred and fifty-eight

before me, the subscriber, a n Attorney at Law of New Jersey

personally appeared R. E. Teston

who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Secretary of The Central Railroad Company of New Jersey

a Corporation, the grantor named in the foregoing instrument; that he knows the common seal of the said Corporation, and that the seal thereto affixed is the common seal of the said Corporation, and was the common seal of said Corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by E. T. Moore

President of the said Corporation, in the presence of this deponent by authority of the Board of Directors of said Corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said Corporation, and that this deponent thereupon signed his name as an attesting witness.

Sworn and subscribed before me, the day and year above written.

Elmer T. Pettengill

Attorney at Law of New Jersey

Secretary R. E. Teston

of Central Railroad of New Jersey, as laid out 50 feet in width, where the same is intersected by the northerly line of lands conveyed to Grasselli Dyestuff Corporation by The Grasselli Chemical Company by deed dated October 20, 1928, and recorded in the Register's Office of Union County on March 7, 1929, in Deed Book 1165, at page 582, and from said point of beginning running thence

(1) Northerly on a curve to the right with a radius of 1407.69 feet along said easterly right of way line of the main line of Sound Shore Branch of Central Railroad of New Jersey an arc distance of 305.52 feet to a monument; thence

(2) North 6 degrees 02 minutes 17 seconds East along said easterly right of way line of the main line of Sound Shore Branch of Central Railroad of New Jersey, 850.34 feet to a monument; thence

(3) South 83 degrees 22 minutes 40 seconds East (passing through a monument at a distance of 1050.00 feet) 1315.78 feet to a point in the United States Pierhead and Bulkhead Line approved by the Secretary of War, September 28, 1911 and adopted January 9, 1912, by the then Riparian Commission of New Jersey, approved by the Secretary of War, January 22, 1935, and again on November 14, 1942, which point is in the second course of the premises described as Tract #3 in a grant from the State of New Jersey to The Grasselli Chemical Company, dated March 21, 1916, recorded April 29, 1916, in the Register's Office of Union County in Book 681 of Deeds, on pages 314 et seq.; thence

(4) South 9 degrees 09 minutes West along said United States combined pierhead and bulkhead line 1338.63 feet to a point in said northerly line of lands conveyed to Grasselli Dyestuff Corporation as aforesaid; thence

(5) North 73 degrees 55 minutes West along the said northerly line of lands conveyed to Grasselli Dyestuff Corporation as aforesaid (passing through a monument in same at a distance of 168.48 feet) 984.02 feet to a monument; thence

(6) North 78 degrees 03 minutes West still along the northerly line of lands conveyed to Grasselli Dyestuff Corporation as aforesaid 242.37 feet to a point in the easterly right of way line of Sound Shore Branch of Central Railroad of New Jersey, the point or place of Beginning;

Containing 36.307 acres, more or less;

BEING part of the premises described in a deed from The Grasselli Chemical Company, a Delaware corporation, to E. I. du Pont de Nemours and Company, dated October 31, 1936, and recorded November 27, 1936, in the Register's Office of Union County in

Book 1330 of Deeds, on pages 321 et seq.; the hereinabove description being drawn in accordance with a survey made by Grassmann, Kreh & Mixer, Inc., Engineers & Surveyors, Elizabeth, New Jersey, Scale 1" = 50', dated January 30, 1963, as revised May 13, 1963.

SAID PARCEL is conveyed SUBJECT to the rights, if any, of the United States of America and the State of New Jersey in and to any part thereof; to all matters of record; and to any state of facts that is apparent or that an accurate survey and inspection of the premises would disclose.

TOGETHER with all and singular the trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does, for itself, its successors and assigns, covenant and grant to and with the said party of the second part, its successors and assigns, that the said party of the first part has not done, caused, suffered or procured to be done any act, matter or thing whereby the title of the said party of the second part, hereby made or intended to be made, of, in and to the above granted, bargained and described land and premises, with the appurtenances, or any part thereof, can or may be changed, charged, altered or defeated in any way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate seal to be hereto

Book 1330 of Deeds, on pages 321 et seq.; the hereinabove description being drawn in accordance with a survey made by Grassmann, Kreh & Mixer, Inc., Engineers & Surveyors, Elizabeth, New Jersey, Scale 1" = 50', dated January 30, 1963, as revised May 13, 1963.

SAID PARCEL is conveyed SUBJECT to the rights, if any, of the United States of America and the State of New Jersey in and to any part thereof; to all matters of record; and to any state of facts that is apparent or that an accurate survey and inspection of the premises would disclose.

TOGETHER with all and singular the trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining; also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, subject as aforesaid.

AND the said party of the first part does, for itself, its successors and assigns, covenant and grant to and with the said party of the second part, its successors and assigns, that the said party of the first part has not done, caused, suffered or procured to be done any act, matter or thing whereby the title of the said party of the second part, hereby made or intended to be made, of, in and to the above granted, bargained and described land and premises, with the appurtenances, or any part thereof, can or may be changed, charged, altered or defeated in any way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the said E. I. du Pont de Nemours and Company has caused its corporate seal to be hereto

affixed and attested by its Assistant Secretary and these presents to be signed by its Vice President, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

C. C. Manning
C. C. Manning

F. A. Smaltz
F. A. Smaltz

E. I. DU PONT DE NEMOURS AND COMPANY

By P. S. du Pont
P. S. du Pont, Vice President
Attest:

S. A. Milliner
S. A. Milliner, Assistant Secretary

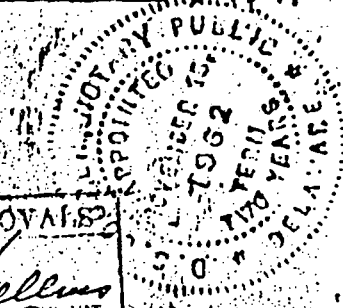


STATE OF DELAWARE
COUNTY OF NEW CASTLE

SS.

BE IT REMEMBERED, That on this 9th day of July, 1963, before me, the subscriber, a Notary Public of Delaware, duly authorized to take acknowledgments and proofs in the State and County aforesaid, and I hereby certify that I am such Notary Public as witness my hand and notarial seal hereto affixed, personally appeared P. S. du Pont, a Vice President of E. I. DU PONT DE NEMOURS AND COMPANY, who, I am satisfied, is the person who has signed the within deed; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said deed as such officer aforesaid and that the within deed is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

D. S. Cooper
A Notary Public of Delaware.
My commission expires November 15, 1964.



mes

APPROVALS
<u>[Signature]</u>
INDUSTRIAL & AUXILIARY DEPT.
<u>[Signature]</u>
REAL ESTATE DIV.
<u>[Signature]</u>
SECRETARY'S DEPT.
<u>[Signature]</u>
TREASURER'S DEPT.
<u>[Signature]</u>

ccm

36953

This Indenture, Made the Nineteenth day of January in the year of our Lord one thousand nine hundred and sixty-seven

Between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation of the State of New Jersey, having its principal office in the CER of NJ Terminal at the foot of Manhattan Avenue in the City of Jersey City, County of Hudson

and STATE OF New Jersey, Party of the First Part,

And GENERAL ANILINE & FILM CORPORATION, a corporation of the State of Delaware, having its principal office at 140 West 51st Street, in the City, County and

STATE OF New York, Party of the Second Part,

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of One (1) Dollar

lawful money of the United States of America, and other valuable consideration to it in hand well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Party of the First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed, confirmed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said Party of the Second Part, and to its successors and assigns forever:

All those certain three Tracts or Parts of land and premises, hereinafter particularly described, situate, lying and being in the City of Union in the COUNTY OF UNION AND STATE OF NEW JERSEY.

FIRST TRACT:

BEGINNING at a monument in the Southerly line of lands now or formerly belonging to General Aniline & Film Corporation said point being the terminus of the 8th course in a deed from The Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 27, 1958 and recorded on January 31, 1958 in Book 2356 on Page 634 in the Union County Register's office;

thence (1) North 42° 46' 50" West, along said Southerly line of lands now or formerly of General Aniline & Film Corporation, five hundred twenty-six feet and ninety-two one-hundredths of a foot (526.92') to a monument;

thence (2) North 52° 18' West, still along said Southerly line of lands two thousand one hundred ninety-four feet and seventy-two one-hundredths of a foot (2,194.72') to a monument;

thence (3) North 42° 10' West, still along said Southerly line of lands, sixty-five feet (65.00') to a point;

thence (4) South 47° 50' West, thirty feet and twenty-five one-hundredths of a foot (30.25') to a point;

thence (5) South 42° 10' East, sixty-seven feet and sixty-eight one-hundredths of a foot (67.68') to a point;

thence (6) South 52° 18' East, two thousand one hundred ninety-seven feet and forty one-hundredths of a foot (2,197.40') to a point;

thence (7) South 46° 03' 10" East, five hundred twenty-two feet and seventy-seven one-hundredths of a foot (522.77') to the point and place of BEGINNING.

Containing 1.752 Acres.

SECOND TRACT:

BEGINNING at a point in the Easterly line of lands now or formerly belonging to General Aniline & Film Corporation said point being the terminus of the 6th course in a deed from The Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 27, 1958, recorded on January 31, 1958 in Book 2356 on Page 634 in the Union County Register's office;

thence (1) South 58° 52' 30" West, twenty-one feet and eighty-five one-hundredths of a foot (21.85') to a point;

thence (2) South 31° 02' 30" East, five hundred thirty feet (530.00') to a point;

thence (3) North 58° 57' 30" East, seventeen feet (17.00') to a point;

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thence (4) North $31^{\circ} 02' 30''$ West, three hundred ten feet and fifty-eight one-hundredths of a foot (310.53') to a point;

thence (5) North $23^{\circ} 53' 40''$ West, eighty-seven feet and seven one-hundredths of a foot (87.07') to a point of curve;

thence (6) Northerly on a curve to the right having a radius of three hundred forty feet and ninety-one one-hundredths of a foot (340.91') and an arc distance of one hundred fifty-three feet and twenty-five one-hundredths of a foot (153.25') to a point of tangency;

thence (7) North $3^{\circ} 13' 20''$ West, sixty-nine feet and thirty-two one-hundredths of a foot (69.32') to a point;

thence (8) South $11^{\circ} 38' 20''$ West, one hundred three feet and three one-hundredths of a foot (103.03') to the point and place of BEGINNING.

Containing 0.280 Acres.

THIRD TRACT:

BEGINNING at a point in the Easterly line of lands now or formerly belonging to General Aniline & Film Corporation said point being the terminus of the 6th course in a deed from The Central Railroad Company of New Jersey to General Aniline & Film Corporation dated January 27, 1958, recorded on January 31, 1958 in Book 2355 on Page 634 in the Union County Register's office;

thence (1) Northerly along said Easterly line of lands now or formerly of General Aniline & Film Corporation on a curve to the right having a radius of one thousand four hundred and fifty-seven feet and sixty-nine one-hundredths of a foot (1,457.69') and an arc distance of eight hundred seventy-two feet (872.00') to a point of tangency;

thence (2) North $15^{\circ} 05'$ East, still along said Easterly line of lands of General Aniline & Film Corporation and along lands of E. I. du Pont de Nemours and Company, two thousand four hundred twenty-seven feet and sixty-seven one-hundredths of a foot (2,427.67') to a point of curve;

thence (3) Northerly along lands of E. I. du Pont de Nemours and Company on a curve to the left having a radius of five thousand seven hundred four feet and sixty-five one-hundredths of a foot (5,704.65') and an arc distance of twenty-four feet and one one-hundredth of a foot (24.01') to a point in the Southerly side of a concrete road;

thence (4) South $85^{\circ} 03'$ East, along the Southerly side of a concrete road, fifty feet and seventy-three one-hundredths of a foot (50.73') to a point;

thence (5) Southerly on a curve to the right having a radius of five thousand seven hundred fifty-four feet and sixty-five one-hundredths of a foot (5,754.65') and an arc distance of thirty-three feet and one one-hundredth of a foot (33.01') to a point of tangency;

thence (6) South $15^{\circ} 05'$ West, two thousand four hundred twenty-seven feet and sixty-seven one-hundredths of a foot (2,427.67') to a point of curve;

thence (7) Southerly on a curve to the left having a radius of one thousand four hundred seven feet and sixty-nine one-hundredths of a foot (1,407.69') and an arc distance of seven hundred seventy-eight feet and fifteen one-hundredths of a foot (778.15') to a point;

thence (8) South $11^{\circ} 38' 20''$ West, one hundred three feet and three one-hundredths of a foot (103.03') to the point and place of BEGINNING.

Containing 3.750 Acres.

This conveyance is made and accepted subject to the rights of others in and to any existing pole and wire lines, cable lines, pipelines, drainage facilities, streams, roadways and crossings located on, over or under the lands hereby conveyed.

This conveyance is also made and accepted with the understanding that the lands hereby conveyed are without access to any public street and the Party of the Second Part, for itself, its successors and assigns, hereby waives all claims for such access to a public street, either by implication or necessity.

This conveyance is also made pursuant to an Order dated October 21, 1966, Docket No. 668-596, issued by the Board of Public Utility Commissioners of the State of New Jersey pursuant to R.S. 48:3-7.

2794PC 746

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.)

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Party of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Party of the Second Part, its successors and assigns to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns forever, subject as aforesaid.

In Witness Whereof the said party of the First Part has hereto caused these presents to be signed by its President and its corporate seal to be affixed the day and year first above written.

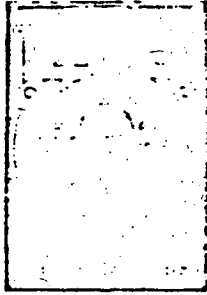
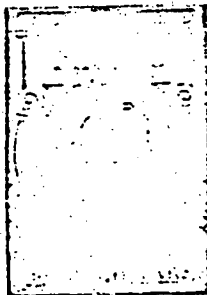
ATTEST:

J. H. Thompson Assistant Secretary

THE CENTRAL RAILROAD COMPANY (OF NEW JERSEY)
By:

P. H. Shonaker, President

REV. STAMPS \$116.60



BA2794PC 747

STATE OF NEW JERSEY
COUNTY OF HUDSON

} m

BE IT REMEMBERED

That on this 19th day of January

in the year of our Lord one thousand nine hundred and sixty-seven

before me, the subscriber, an Attorney at Law of New Jersey

personally appeared

J. W. Leppington

who being duly sworn according

to law upon his oath did make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Secretary of The Central Railroad Company of New Jersey

Assistant

a Corporation, the grantor named in the foregoing instrument;

that he knows the common seal of the said Corporation, and that the seal thereto affixed is the common seal of the said Corporation, and was the common seal of said Corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by P. H. Slaughter

who was at the date and execution thereof, the President of the said Corporation, in the

presence of this deponent by authority of the Board of Directors of said Corporation, and that he heard him acknowl-

edge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said Corporation, and that this deponent thereupon signed his name as an attesting witness.

Sworn and subscribed before me,

the day and year above written.

R. B. Wachenfeld

J. W. Leppington, Assistant Secretary

Attorney at Law of New Jersey

36983

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY	TO GENERAL ANILINE & FILM CORPORATION	DEED	Received in the the County of on the day of A. D., 19 , at o'clock in the noon, and recorded in book of DEEDS for said County on pages	office of
---	---	------	--	-----------

173-790 NEW JERSEY REALTY TITLE INSURANCE COMPANY 830 BROAD STREET NEWARK, NEW JERSEY 07101

10.25 Day

27946 748

END OF DOCUMENT

EXHIBIT "B"

1. It is the intention of the Grantor to convey to the Grantee all of the land owned by the Grantor lying and being in the City of Linden, County of Union, and State of New Jersey situated within the area bounded by right-of-way of The Central Railroad of New Jersey on the west, the lands of Sinclair Refining Company on the south, the Arthur Kill on the east, and the lands of General Aniline and Film Corporation on the north.
2. Subject to the fact that the above described Second Tract was conveyed to Grantor with the understanding that said land was so conveyed without access to any street and Grantor, for itself, its successors and assigns waived all claims for such access to streets either by implication or by necessity.
3. Subject to any pole, wire, pipeline and drainage facilities on or crossing the lands to be conveyed.
4. Subject to rights granted to Elizabethtown Water Company to lay pipes along the right-of-way of the Sound Shore Railroad Company (now the Central Railroad Company of New Jersey) and rights of Elizabethtown Water Company in an existing water main together with conduits and appurtenances.
5. Subject to easements, agreements, restrictions and other instruments of record.
6. Subject to subsurface conditions affecting the lands herein described not disclosed by any instrument recorded in the Office of the Register of Union County.

TOGETHER with an easement over lands of Sinclair Refining Company for ingress and egress to Tremley Point Road from the lands above described over the existing macadam paved access road leading to lands of the Linden-Roselle Sewerage Authority.

SECOND TRACT

BEGINNING in the easterly right-of-way line of the Sound Shore Branch of the Central Railroad Company of New Jersey at a point being the same beginning point of the fifth tract of land described in a deed dated February 23, 1917 from the Grassellis Chemical Company to the Sound Shore Railroad Company and recorded in the Register's Office, County of Union, N.J., in Book 699 of Deed on page 487 etc.;

- thence (1) southeasterly on a curve to the left having a radius of 446.78 feet an arc distance of 174.93 feet to a point;
- thence (2) south 10° 35' west a distance of 27.40 feet to a point;
- thence (3) northwesterly on a curve to the right having a radius of 471.78 feet an arc distance of 101.25 feet to a point in said easterly right-of-way line of said Railroad Company;
- thence (4) northerly along said easterly right-of-way line of said Railroad Company on a curve to the right having a radius of 1407.69 feet an arc distance of 95.63 feet to the beginning point.

BOTH of said tracts being the same premises conveyed to Allied Chemical Corporation by Nopco Chemical Company by deed dated April 5, 1965 and recorded in Book 2737, Page 714 in Union County, New Jersey on April 15, 1965.

EXHIBIT "A"

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Linden, County of Union and State of New Jersey:

FIRST TRACT

BEGINNING at the southwest corner of the Linden-Roselle Sewerage Authority property being the first tract described in deed to said Authority from Sinclair Refining Company dated April 18, 1951, recorded April 26, 1951 in Deed Book 1898, Page 168 and from thence running

- (1) South 78° 15' West 271.62 feet more or less to the easterly right-of-way line of the Sound Shore Branch of the Central Railroad Company of New Jersey;
- thence (2) along said right-of-way line North 40° 13' West 316.84 feet more or less to a point of curve in said right-of-way line;
- thence (3) still along said right-of-way line in a northerly direction on a curve to the right having a radius of 1407.69 feet, an arc distance of 384.40 feet;
- thence (4) along lands of said Central Railroad of New Jersey in a southeasterly direction on a curve to the left having a radius of 471.78 feet an arc distance of 101.25 feet;
- thence (5) still along lands of said railroad North 10° 31' East 27.40 feet;
- thence (6) still along lands of said railroad in a northwesterly direction on a curve to the right having a radius of 446.78 feet an arc distance of 174.93 feet to said easterly right-of-way line of said railroad;
- thence (7) along said right-of-way line in a northerly line direction on a curve to the right having a radius of 1407.69 feet an arc distance of 243.69 feet to the line of lands now or formerly of General Aniline & Film Corporation;
- thence (8) along the same South 78° 03' East 204.67 feet;
- thence (9) still along the same South 73° 55' East 458.22 feet more or less to the westerly line of lands of said Linden Roselle Sewerage Authority;
- thence (10) along the same South 11° 45' East 677.59 feet to the point and place of beginning.

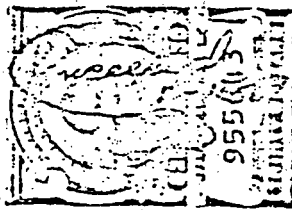
Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors, heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors, heirs, and assigns forever:



And the said party of the first part for itself, and



for its successors, heirs, executors and administrators, does covenant, promise and agree to and with the said party of the second part, its successors and assigns that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

REV. STAMPS \$ 478.50

In Witness Whereof, the party of the first part has set its hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

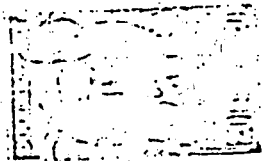
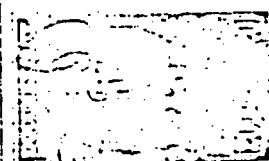
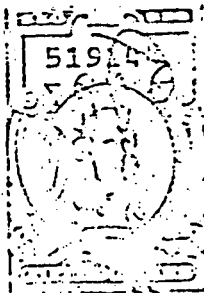
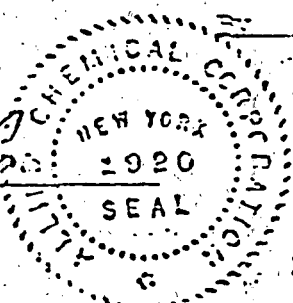
Signed, Sealed and Delivered
in the Presence of }

ALLIED CHEMICAL CORPORATION

J. L. Linton
Vice President

ATTEST:

Robert L. Linton



230276 540

NEW YORK
STATE OF NEW JERSEY,
COUNTY OF NEW YORK

} ss:

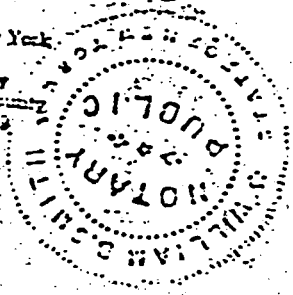
BE IT REMEMBERED, That on this 15th day of May 1906
before me, the subscriber, a Notary Public of the State of New York

personally appeared F. L. Linton
the Vice President of Allied Chemical Corporation

who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors

William B. Smith

WILLIAM B. SMITH
NOTARY PUBLIC, State of New York
No. 68-9745000
Qualified in Hudson County
Certificates filed in New York County
Term Expires March 30, 1908



39726

DEED

TO

Dated, 1906
Notarized in the Office of
the County of N. J.,
on the 15th day of May, 1906
at 12 o'clock, in the noon and
Recorded in Book of DEEDS for
said County, on page

1906-06-27
NEW JERSEY REALTY TITLE
INSURANCE COMPANY
830 BROAD STREET
NEWARK, NEW JERSEY 07101
12.25

State of New Jersey,
County of } ss:

Be it Remembered, that on this day of before me, the subscriber,
in the year One Thousand Nine Hundred and personally appeared

who, I am satisfied, the grantor mentioned in the within Instrument, to
whom I first made known the contents thereof, and thereupon acknowledged that
signed sealed and delivered the same as voluntary act and deed, for the uses and
purposes therein expressed.

END OF DOCUMENT

28020 541

Certificate As To Liability For
Assessment For Municipal Improvements

CHAPTER 269, P. L. 1946 SUPPLEMENT TO R. S. 54:5-3

✱

No. 11,774

Application No. _____

To Crestview Lawyers Service Address 24 Beechwood Road, Summit, N.J.
General Aniline Film Corp. 07901
Assessed To General Aniline Works Div. Address 1180 6th Ave., N.Y., N.Y. 10036
Att. Tax Mgr.

This is to certify that the undersigned is the Municipal ^(Clerk)~~Engineer~~ of the City
of Linden County of Union New Jersey

and by resolution of the municipality duly adopted on May 7, 1946 & Jan. 19, 1965,
I am designated as the person who shall make the "Certificate as to liability for assessment for municipal im-
provements" required by Section 3 of Chapter 269, P. L. 1946. & As Amended.

In pursuance of the authority vested in me by the aforesaid designation I do further certify that I
have searched the records of the municipality above-mentioned for "municipal improvements authorized by
ordinance of the municipality, at the time such certificate was issued but not assessed," affecting premises sit-
uate within the said municipality more particularly described as follows:

Part of 37 and
Being Lot No. Part of 35A in Block No. 460 Street No. No Street frontage
On The Tax Map of City of Linden

~~(1) And I do find that Ordinance No. _____ adopted on _____~~
~~_____~~ ~~_____~~
Type of Improvement _____

~~state forth above the type of improvement authorized by the aforesaid ordinance. (Strike~~
~~out this section if preceding section applies).~~

(2) And I do not find any record of any ordinance having been adopted by the governing body authorizing
any improvement for which a future assessment will be made upon the lands covered by this certificate as of
the date hereof.

(Strike out this section if preceding section applies).

Application Filed April 17, 1972

Fee for Making Search \$ 5.00

Certificate Issued April 17, 1972

(Clerk)

~~(Engineer)~~

CERTIFICATE OF CONTINUATION

This Search continued to _____

with same result as above, except as follows:

(Clerk)

(Engineer)

Search for Taxes, Assessments and Municipal Liens

No. 33,340

City of Linden, N. J. April 11, 1972

TO Crestview Lawyers Service

Address 24 Beechwood Road
Summit, N.J. 07901

I hereby certify that I have searched the records of the taxing district of the City of Linden regarding the property described as follows:

Block No. 460 Lot No. Part of 37 and
Part of 35A

Street No street frontage

Description

Assessed to General Aniline Film Corp.

I further certify that I do not find any unpaid Taxes, Assessments, or Municipal Liens except as follows:

Preliminary 2nd 1/4 1972 tax \$117,818.07, due 5/1/72. (Includes other property.)

This property is subject to current Year's taxes levied, or to be levied, and not yet certified to by the County Board of Taxation in accordance with Chapter 397, Laws of 1941, and as amended by Chapter 137, Laws of 1945.

Fee \$ 5.00

Miss Weitzman
Official Searcher

CHARLES JONES, INC.

NEW JERSEY SUPERIOR COURT
AND
UNITED STATES DISTRICT COURT

HEREBY CERTIFIES TO:

277-1744-20

RE:
H 48,030

CRESVIEW LAWYERS SERVICE
24 BEECHWOOD RD.
SUMMIT, N.J. 07901

THAT IT HAS SEARCHED THE RECORDS OF THE SUPERIOR COURT OF NEW JERSEY AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN ANY PROCEEDINGS, INCLUDING ANY JUDGMENT, ORDER, ATTACHMENT, DECREE OR RECOGNIZANCE WHICH CREATES A GENERAL LIEN UPON REAL PROPERTY, NOR ANY PETITION INSTITUTING PROCEEDINGS IN BANKRUPTCY, EXCEPT AS BELOW SET FORTH AGAINST:

THE GRASSELLI CHEMICAL COMPANY
GRASSELLI DYE STUFF CORPORATION
GENERAL ANALINE & FILM CORPORATION
ALLIED CHEMICAL CORPORATION

FROM	TO
04/04/52	04/04/72
04/04/52	04/04/72
04/04/52	04/04/72
04/04/52	04/04/72

Charles Jones Inc.

DATED
TIME

04-04-72
08:45 AM

IN WITNESS WHEREOF, CHARLES JONES, INC.
HAS CAUSED THESE PRESENTS TO BE DATED AND
SEALED, AND TO BE SIGNED BY ITS PRESIDENT.

FEES \$ 9.55



NM195551

SEE ATTACHED PAGE(S)

Donald B. Jones

PRESIDENT

Superior Court of New Jersey

Judgment Number J- 3944-71

Date-Entered 1-7-72

Type of Action Auto

Venue Camden

VICTOR N. BAREN, Esquire, IND. & AS G.A.L. OF FRANK STANO,
A MINOR

vs. CARMELLA STANO, Allied Chemical Corporation AND
Edward J. Medestowicz

Attorneys: WEINBERG AND FISHMAN

Debt \$ 365.00 FOR F.I.S.
460.00 FOR V.N.B.

Costs NONE

Other _____

Total

Charles Jones Inc.

CORPORATE STATUS REPORT
of

GRASSELLI DYESTUFF CORPORATION

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of State, Clerk of the Superior Court, Clerk of the U. S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of the Treasury to be examined insofar as they relate to the above named corporation, CERTIFIES TO:

Crestview Lawyers Service

That said corporation was organized under the laws of the State of Delaware.

Name chg. to: GENERAL ANILINE WORKS, INC. Feb. 27, 1929.

Name chg. to: GENERAL ANILINE & FILM CORPORATION Oct. 30, 1939.

That on June 28, 1924 the Secretary of State of New Jersey issued his Certificate of Authority permitting said corporation to transact business in this State.

That the Certificate of Authority issued to said corporation to transact business in the State of New Jersey was in good standing on June 28, 1924. Merged into: AMERICAN I. G. CHEMICAL CORPORATION (Del. Corp.) Oct. 31, 1939.

That the name and address of its last designated Registered Agent for the State of New Jersey is: Corporation Trust Co., 15 Ex., Pl., Jersey City, N.J.

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court and in the Office of the Clerk of the U. S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation Oct. 31, 1939.

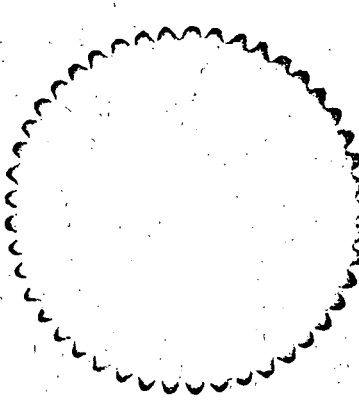
That the Director of the Division of Taxation, Department of the Treasury certifies there is no lien for unpaid franchise taxes against said corporation to and including the calendar year

FRANCHISE TAXES ARE NOT A LIEN
FOR THE ABOVE FEE

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A. M. Apr. 5, 1972

Attest:


E. Lupton Gilbert

Secretary

Fee: \$ 4.00 sd

W. B. Egan

President

CORPORATE STATUS REPORT
of
ALLIED CHEMICAL CORPORATION

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of State, Clerk of the Superior Court, Clerk of the U. S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of the Treasury to be examined insofar as they relate to the above named corporation, CERTIFIES TO:

Crestview Lawyers Service

That said corporation was organized under the laws of the State of New York.

Name chg. from: ALLIED CHEMICAL & DYE CORPORATION May 7, 1958.

That on Dec. 1, 1941 the Secretary of State of New Jersey issued his Certificate of Authority permitting said corporation to transact business in this State.

That the Certificate of Authority issued to said corporation to transact business in the State of New Jersey is in force and effect.

That the name and address of its last designated Registered Agent for the State of New Jersey is:
The Corporation Trust Co., 15 Ex. Pl., Jersey City, N.J.

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court and in the Office of the Clerk of the U. S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation. to date.

That the Director of the Division of Taxation, Department of the Treasury certifies there is no lien for unpaid franchise taxes against said corporation to and including the calendar year

SEE STATE DEPARTMENT APPLICATION FOR FRANCHISE TAX
EXEMPTION. UPON RECEIPT OF SAME, THE STATE
WILL FORWARD OUR CUPPESSENTIAL REPORT TO YOU.

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A. M. Apr. 5, 1972

Attest:

E. Leighton Gilbert
Secretary

Fee: \$ 9.00 sd

W. B. Elen
President

SUPPLEMENTAL REPORT

respecting

GAF CORPORATION

(Del. auth. in NJ 5/26/30)

THE STATE CAPITAL TITLE & ABSTRACT CO., having obtained from the Director of the Division of Taxation, Department of Taxation and Finance, his Certificate respecting any franchise tax liens against the above named corporation to the date hereinafter set forth, CERTIFIES TO:

Crestview Lawyers Service

That the records of the Division of Taxation, Department of Taxation and Finance, reveal there is no *lien* for unpaid franchise taxes against said corporation to and *including* the calendar year 1972.

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A.M. April 17, 1972

agd

Attest:

E. Lupton Gilbert

Secretary

W. B. Eiler

President

SCHEDULE C

As to Item #1 - Leases:

- omit*
- (a) Subject to the terms and conditions of a certain lease between E. I. du Pont de Nemours and Company and General Aniline & Film Corporation, dated February 1, 1945, recorded March 7, 1945, in Deed Book 1515, page 470.
 - (b) Amendment of Lease Agreement between General Aniline & Film Corporation and Union Carbide Corporation, dated May 31, 1963, recorded October 2, 1963, in Deed Book 2662, page 319.
 - (c) Subject to any and all unrecorded leases. Affidavits to be supplied.

**CORPORATE STATUS REPORT
of****THE GRASSELLI CHEMICAL COMPANY**

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of State, Clerk of the Superior Court, Clerk of the U. S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of the Treasury to be examined insofar as they relate to the above named corporation, CERTIFIES TO:

Crestview Lawyers Service

That said corporation was organized under the laws of the State of **Delaware**.

That on **Nov. 30, 1928** the Secretary of State of New Jersey issued his Certificate of Authority permitting said corporation to transact business in this State.

That the Certificate of Authority issued to said corporation to transact business in the State of New Jersey was in good standing on Nov. 30, 1928. Was withdrawn May 1, 1937.

That the name and address of its last designated Registered Agent for the State of New Jersey is:
F. T. Christopher, Wood Ave. near Grasselli Sta., Grasselli, N.J.

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court and in the Office of the Clerk of the U. S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation. May 1, 1937.

That the Director of the Division of Taxation, Department of the Treasury certifies there is no *lien* for unpaid franchise taxes against said corporation to and *including* the calendar year

**FRANCHISE TAXES ARE NOT A LIEN
FOR THE ABOVE PERIOD**

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A. M. Apr. 5, 1972

Attest:

E. Lynton Gilbert
Secretary

Fee: \$ 4.00 sd

W. B. Elen
President

SUPPLEMENTAL REPORT

respecting

ALLIED CHEMICAL CORPORATION

(NY auth. in NJ 12/1/41)

THE STATE CAPITAL TITLE & ABSTRACT CO., having obtained from the Director of the Division of Taxation, Department of Taxation and Finance, his Certificate respecting any franchise tax liens against the above named corporation to the date hereinafter set forth, **CERTIFIES TO:**

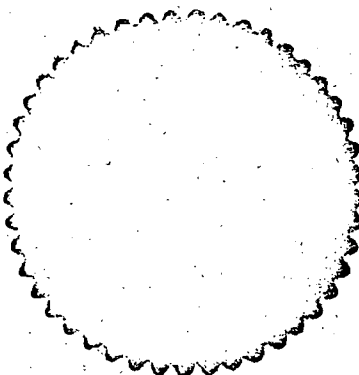
Crestview Lawyers Service

That the records of the Division of Taxation, Department of Taxation and Finance, reveal there is *no lien* for unpaid franchise taxes against said corporation to and *including* the calendar year 1972.

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A.M. April 17, 1972
agd

Attest:


E. J. [Signature]
Secretary

W. B. [Signature]

President

CORPORATE STATUS REPORT
of
GAF CORPORATION

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of State, Clerk of the Superior Court, Clerk of the U. S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of the Treasury to be examined insofar as they relate to the above named corporation, CERTIFIES TO:

Crestview Lawyers Service

That said corporation was organized under the laws of the State of **Delaware**.

Orig. Name: **AMERICAN I. G. CHEMICAL CORPORATION**
Name chg. to: **GENERAL ANILINE & FILM CORPORATION** Oct. 21, 1939.
Name chg. to: **GAF CORPORATION** Apr. 24, 1968.

That on **May 26, 1930** the Secretary of State of New Jersey issued his Certificate of Authority permitting said corporation to transact business in this State.

That the Certificate of Authority issued to said corporation to transact business in the State of New Jersey was in good standing from **May 26, 1930** to date.

That the name and address of its last designated Registered Agent for the State of New Jersey is:
Corporation Trust Co., 15 Ex.Pl., Jersey City, N.J.

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court and in the Office of the Clerk of the U. S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation. to date.

That the Director of the Division of Taxation, Department of the Treasury certifies there is no *lien* for unpaid franchise taxes against said corporation to and *including* the calendar year

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: 8:45 A. M. Apr. 5, 1972

Attest:

E. Lepton Gilbert

Secretary

Fee: \$ 9.00 sd

W. B. Eiler

President

E. I. du Pont de Nemours & Co. :
to :
General Aniline & Film Corp. :

1. THIS INDENTURE OF LEASE, made this first day of February 1945, by and between E. I. du Pont de Nemours and Company, a corporation of the State of Delaware, of Wilmington, Delaware, duly licensed to do business in the State of New Jersey, hereinafter referred to as "Du Pont", and General Aniline & Film Corporation, a corporation of the State of Delaware, of 230 Park Avenue, New York 17, N.Y., duly licensed to do business in the State of New Jersey, hereinafter referred to as "General",

WITNESSETH: 2. WHEREAS Du PONT represents that it owns in fee simple three certain parcels of land situate in the County of Union, State of New Jersey hereinafter described as Pump House Land Pipe Line Land and Road Land, being parts of its Grasselli, New Jersey, plant land; and

3. WHEREAS GENERAL desires to lease said parcels for the sole purpose of constructing, operating and maintaining thereon a salt water pumping plant system comprising a pump house, pipe, power and telephone lines, roadway and necessary and convenient appurtenances thereto for the purpose of collecting and transporting salt water from Staten Island Sound to General's Grasselli, New Jersey, plant;

4. (a) LEASE AND TERM: Now, Therefore, in consideration of the premises and of the rent to be paid and the mutual covenants to be kept and performed as hereinafter set forth, DU PONT has demised, leased and let and by these presents does demise, lease and let unto GENERAL for the term of twenty (20) years beginning the 1st day of February, 1945, and ending at mid-night on the 31st day of January, 1965, and thereafter for three (3) further successive ten (10) year periods, provided that General shall give DU PONT at least three (3) months prior to January 31st, 1965, and thereafter at least three (3) months prior to the expiration of the then current lease period a written notice of its election to extend this lease for said further term of ten (10) years, those three (3) certain parcels of DU PONT's plant land situated in the City of Linden, County of Union and State of New Jersey, being partly located in DU PONT'S so-called Roadway "E" being respectively designated as "PUMP HOUSE LAND", "PIPE LINE LAND" and "ROADWAY LAND", and being respectively described as follows, to wit:

PUMP HOUSE LAND: Beginning at the point of intersection of the northerly line of said Roadway "E" with the United States Government Pierhead and Bulkhead Line, thence south 9°09' west 30.03 feet to a point, the true place or point of beginning; thence from said true point of beginning (1) still along said United States Government Pierhead and Bulkhead Line, south 9°09' west 170.07 feet to a point in said line; thence (2) leaving said United States Government Pierhead and Bulkhead Line, north 83°22'40" west 100 feet to a point; thence (3) north 9°09' east 170.07 feet, more or less, to a point; thence (4) south 83°22'40" east 100 feet, more or less, to the true point of beginning; which land is shown colored in green on the print of General's plan B-4053 dated January 20, 1945, entitled "Map of Roadway and Land for the Proposed S. W. Pumping Station", hereto attached and hereby made a part hereof, and hereinafter called "Said Map".

PIPE LINE LAND: Beginning at the northwesterly corner of Pump House Land, which point is N. 83°22'40" W. 100 feet, more or less, from the United States Government Pierhead and Bulkhead Line, thence from said point of beginning (1) N. 83°22'40" W. 1215.56 feet to a point in the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of the said Sound Shore Branch of the Central Railroad of New Jersey 40 feet to a point; thence (3) S. 83°22'40" E. 1213.77 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 40 feet, more or less, to the place of beginning; which land is shown colored in red on SAID MAP.

ROADWAY LAND: Beginning at the southeasterly corner of Pipe Line Land thence (1) N. 83°22'40" W. 1213.77 feet, more or less, to a point in the easterly boundary of the Sound Shore Branch of the Central Railroad of New Jersey; thence (2) southerly along said easterly line of said Sound Shore Branch of the Central Railroad of New Jersey 15 feet to a point; thence (3) S. 83°22'40" E. 1213.13 feet to a point in the westerly line of Pump House Land; thence (4) N. 9°09' E. 15 feet, more or less, to the place of beginning; which land is shown colored in blue on said Map;

(b) SUBJECT to all of the rights, privileges, remedies, limitations and conditions reserved or imposed by the State of New Jersey in the various deeds by which it granted or conveyed such part of said leased premises as is located between the high water mark of Staten Island Sound (as said high water mark then existed) and the United States Government's Pierhead and Bulkhead Line;

(c) EXCEPTING from said leased premises all pipe lines, telephone and electric lines and railroad tracks now located thereon and the right to use, operate, maintain, inspect, repair and replace the same in their present location, with the right to go upon said leased premises at all reasonable times for the purpose

of exercising said rights; provided that such rights shall be exercised in such manner as shall not unreasonably interfere with General's use of said leased premises except as otherwise provided in Section 7 hereof; and

(d) RESERVING unto Du Pont the right to construct, operate, maintain, inspect, repair, replace and remove railroad tracks, ways, roads, pipe lines and telephone and electric lines in, over, under and across said leased premises in a manner that does not unreasonably interfere with General's use of said leased land, except as otherwise provided in Section 7 hereof; and

(e) PROVIDED that General shall have the right at its own expense to relocate any such railroad tracks, ways, roads, pipe or pole lines herein excepted or reserved along a suitable route over said leased premises satisfactory to DU PONT and in such manner as shall not unreasonably interfere with Du Pont's use thereof.

5. (a) RENT AND TAX PAYMENTS: General agrees to pay as rent for said premises a sum equal to the taxes and assessments of every kind and nature that may be assessed against or in respect of the following tract of land hereinafter called "TAX LAND" (which said Tax Land includes land herein leased and other land not herein leased), exclusive of any buildings, structures or improvements thereon and also agrees to pay all taxes and assessments of every kind and nature that may be assessed against any and all buildings, structures, improvements and property erected and placed on said leased premises by or for General, or which may be levied or imposed upon the leasehold estate hereby created and upon the reversionary interest in said estate during the term hereby granted. General shall have right to contest the reasonableness or validity of any tax or assessment which may be levied or assessed against any improvement on Tax Land and if Tax Land is separately assessed then of any tax assessed against Tax Land; and DU PONT shall cooperate with General in any such action or proceeding brought by General for that purpose, provided that the expense of any such action or proceeding is borne by General. TAX LAND is described as follows:

A strip of land 170.07 feet wide, bounded by the easterly line of the herein leased premises and extending from the United States Government Pierhead and Bulkhead Line westwardly for a distance of 696 feet, containing 2.72 acres, which said 170.07 foot strip is partly included in the herein leased premises and which shall be regarded as water front property; and

A strip of land 55 feet wide by 618 feet long, containing 0.78 acre and extending westwardly from the said 2.72 acre parcel to the easterly line of the Sound Shore Branch of the Central Railroad of New Jersey, which said 55 foot strip is entirely included in the herein leased premises and which shall not be regarded as water front property.

(b) DETERMINATION OF TAXES BY DU PONT: In the event the said taxes and assessments on Tax Land or the improvements thereon are not or cannot be separated from the taxes assessed against DU PONT's adjoining land and improvements thereon, then DU PONT shall serve General with a written demand for payment of the amount it considers to be the fair proportion of the taxes and assessments that should be allocated to General and if General agrees, it shall reimburse DU PONT for the amount thereof.

(c) ARBITRATION OF TAXES: In the event General disagrees with the amount of taxes and assessments which DU PONT considers should be allocated to General, the parties hereto shall forthwith attempt to agree upon the amount thereof and if they fail so to agree within thirty (30) days after the service of the demand for payment on General, then upon Du Pont's written demand served upon General immediately in which notice DuPont shall nominate its arbitrator, the amount of the taxes and assessments shall be determined by three (3) arbitrators, the one so nominated by DuPont, one nominated by General within three (3) days thereafter and the third shall be nominated immediately by the two (2) so selected. Should General fail to nominate an arbitrator as aforesaid or the two (2) arbitrators fail within three (3) days to select a third, then such second or third arbitrator or both the second and third arbitrators, as the case may be, may be selected at the instance of DuPont by the then presiding judge of the U. S. District Court having jurisdiction in that part of New Jersey in which the leased premises are located and the cost of the arbitration shall be borne equally by the parties hereto.

6. USE OF LEASED PREMISES: General covenants and agrees with DU PONT that it will use Pump House Land for the use, construction, maintenance and operation of a salt water pumping station with its pipe lines, telephone and electric lines and other appurtenances and for no other purpose; and Pipe Line Land, for the use, construction, maintenance, operation, repairing, replacement, renewal and removal of four (4) salt water pipe lines or less, each of which shall not exceed twenty-four (24) inches in diameter; and a 2300 volt electric transmission line and such low voltage lines as are necessary for telephones, meters, signals, roadway lighting and similar equipment, with all necessary appurtenances thereto and for no other purpose; and ROADWAY LAND, for the use, construction, maintenance and operation of a 15-foot roadway for the purpose of affording access to said Pump House Land and said Pipe Line Land and for no

other purpose; and to use said facilities and the said leased land for the sole purpose of supplying salt water to General's manufacturing plant located westerly of the Sound Shore branch of the Central Railroad of New Jersey and for no other purpose whatsoever.

7. TYPE OF STRUCTURES AND ROAD AND RAILROAD CROSSINGS: The type of structures to be erected on said leased premises and material used therein shall be subject to the approval of the Safety and Fire Protection Division of Du Pont or other, equivalent division of DuPont, which approval shall not be unreasonably withheld; and the salt water lines herein provided for shall be so constructed at General's expense wherever a roadway shall now or later cross the same so as to withstand safely and permit at least the weight of twenty (20) tons axle load; and wherever a railroad track shall now or later cross the same, so as to permit and be fully protected at all times against traffic thereover. In respect of present or future railroad tracks over said leased premises. GENERAL Agrees at its own expense to conform with overhead clearances as provided by railroad and the State of New Jersey regulations.

8. GENERAL'S COVENANTS: GENERAL covenants that it will pay the taxes as herein provided; that it will not assign or sublet this lease or said leased premises without the consent of DU PONT except to a wholly owned subsidiary of General or to a successors of General's business; that it will use and keep said premises in a careful, safe and proper manner and will leave the same in as good order and condition as the same shall be prior to such use; that it will exercise the rights herein granted in such manner as shall in no way interfere with the operations of DU PONT on its adjoining land; that it, its employees, agents and representatives will observe all reasonable rules of safety and protection which DU PONT may issue and notify GENERAL thereof and that all such persons while on said leased land will attend strictly to the business of exercising said rights and that none of them will approach the buildings or wander about the land of DU PONT where he has no business; that, at its sole cost and expense, GENERAL will comply with the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to its use of said premises; and that, at the expiration of this lease, it will deliver to DU PONT quiet and peaceable possession of said premises.

9. INDEMNITY AND GENERAL'S LIABILITY: It is understood and agreed that DU PONT assumes no responsibility or liability for the upkeep or maintenance of said leased premises (except that Du Pont shall be responsible and liable for the upkeep and maintenance of all pipe lines, telephone and electric lines, ways roads and railroad tracks now or hereafter located on said leased premises by DU PONT) and that General assumes all risk and responsibility connected with General's use thereof, and in this and all other respects except in so far as DU PONT is liable for its present and future installations as stated above, expressly exonerates DU PONT from all loss, claims, damages and demands in any manner growing out of the use of said leased premises by GENERAL, its agents, representatives, employees or invitees, except any loss, claim or damages in any manner growing out of the use of said leased premises by DU PONT, its agents, employees, representatives or invitees. GENERAL agrees to indemnify and hold DU PONT safe and harmless from any loss on account of damage to property or injury or death to persons arising out of or resulting from its occupation or use of said leased premises or its operations thereon or its failure to keep the premises in a good and safe condition as herein provided.

10. TERMINATION BY GENERAL: General shall have the right to terminate this lease at any time, provided it shall give to DU PONT written notice of such cancellation at least six (6) months prior to the effective date thereof, and provided there is no default in the payment of taxes or in the performance of any of the covenants and agreements on its part to be kept and performed as herein provided, GENERAL shall be free of any further obligations hereunder upon the date so specified.

11. TERMINATION BY DU PONT: In the event General shall fail to pay the taxes and assessments agreed upon by the parties hereto or fixed by arbitration as aforesaid or shall fail to perform any of the covenants herein agreed to be by it kept and performed, DU PONT shall give written notice of such failure and, if GENERAL shall fail within sixty (60) days from the date of such written notice to cure and remedy such failure, then DU PONT shall at its option have the right to declare this lease cancelled and the term hereof ended and may enter upon said premises with or without process of law and take possession thereof.

12. TERMINATION BY ABANDONMENT: Should General at any time during the term of this lease discontinue its operations upon said leased premises for a period of six (6) months, this lease shall forthwith terminate. The rights of General hereunder shall not be forfeited if it is prevented from continuing its operations on said leased premises by reason of fire, the elements, strike, invasion, sabotage, unavoidable accident, temporary economic conditions. Government rule or regulation, or any other reason beyond its control; provided GENERAL shall resume its operations within a reasonable time after such cause so interrupting its operations shall have been removed; provided, however, that this clause shall in no manner affect General's obliga-

gations to pay the taxes and assessments on said leased premises and improvements as herein provided.

13. DISPOSAL OF STRUCTURES UPON TERMINATION: (a) Removal. Upon the expiration of the term hereof or upon the termination of this lease for any cause whatsoever, GENERAL shall have the right and duty within six (6) months after the termination of this lease to remove all structures, buildings, pipe and pole lines and other improvements and equipment from said leased premises, saving as follows:

(b) DU PONT'S Operation to Purchase. Should DuPont notify General in writing within ten (10) days after the termination of this lease that it is interested in purchasing all of the buildings, structures and other improvements and equipment remaining upon said leased premises on the date of such termination, then the parties hereto shall forthwith attempt to agree upon the price therefor and if they fail so to agree within thirty (30) days after the termination of said lease, then upon DU PONT's written demand served on General immediately, in which notice DU PONT shall nominate its appraiser, the price shall be determined by three (3) appraisers--the one so nominated by DU PONT, one nominated by General within three (3) days thereafter and the third shall be nominated immediately by the two so selected. Should General fail to nominate an appraiser as aforesaid or the two appraisers fail within three (3) days to select a third, then such second or third appraiser, or both the second and third appraisers as the case may be may be selected at the instance of DU PONT by the then presiding judge of the United States District Court having jurisdiction in that part of New Jersey in which the leased premises are located, and the cost of the appraisal shall be borne equally by the parties hereto. DU PONT shall have the right to purchase said buildings, structures, improvements and equipment at any time within thirty (30) days after the said price is so determined and DU PONT has been notified thereof, at the price so determined, but in no event after the expiration of one (1) year following the termination of said lease.

(c) REMOVAL AFTER DU PONT FAILS TO PURCHASE. If after Du Pont notifies General it is interested in purchasing said buildings, structures, improvements and equipment, DU PONT fails to purchase the same, then General shall remove said buildings, structures, improvements and equipment from said leased premises within six (6) months after DU Pont shall notify GENERAL that it elects not to purchase said buildings, structures, improvements and equipment at the price so determined, or after the expiration of said one (1) year period, whichever shall be applicable; and General shall fill in any and all excavations and make all repairs necessary to leave the said premises in approximately as good condition as when General first occupied the same hereunder.

(d) Title in Du Pont if General fails to Remove. In the event General shall so fail to remove its said property, it shall be deemed to have abandoned the same and any buildings, structures, improvements and equipment then remaining upon said leased premises shall thereupon at DU PONT's option become the property of Du Pont or DuPont may at its option remove the same and charge the expense thereof to General, which expense General agrees to pay.

(e) Continued Liability for Taxes. Until DuPont has purchased said structures, buildings, improvements and equipment or General has removed its said property from said premises as hereinbefore provided, General shall continue to pay the taxes and assessments as hereinbefore set forth.

14. BUILDINGS PERSONAL PROPERTY: It is hereby understood and agreed that any and all buildings and structures erected or placed upon said leased premises by General shall not become a part of said real estate but shall be and remain personal property of General and shall not in any way be affected by any transfer or mortgage of the land herein leased.

15. INSPECTION: DU PONT shall have the right at all reasonable times to go upon said leased premises for the purpose of inspecting the same or of inspecting any property or structure of DU PONT thereon.

16. IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed by their duly authorized representatives and their respective corporate seals to be hereto affixed, on the day and year first above written.

Attest:

F. G. Hess
Assistant Secretary

Attest:

F. A. Gibbons,
Secretary
Approved as to form
H. F. Miller, Legal Dept.
Approved for Execution
A.W. Doffeleer, Real Estate Division

E. I. du PONT de NEMOURS and COMPANY
By: F. C. Evans, Director- Service Dept.
(SEAL)(E.I. du Pont de Nemours and Company
Founded 1802 Delaware)

GENERAL ANILINE & FILM CORPORATION
By: Geo. W. Burpee, President
(SEAL)(General Aniline & Film Corporation
Corporate Seal 1929 Delaware)

State of Delaware)
County of New Castle)SS.

BE IT REMEMBERED that on the 17th day of February, in the year of our Lord 1945, before me, the subscriber, J. Edward Schell, N. P. personally appeared F. G. Hess to me known, who being by me duly sworn according to law, on his oath does depose and make proof to my satisfaction that he is the Assistant Secretary of and well knows the seal of E. I. du Pont de Nemours and Company the grantor in the foregoing instrument named; that the seal affixed to the said instrument is the corporate seal of the said corporation, that it was so affixed by virtue of authority from the Board of Directors of the said corporation; that F. C. Evans is the Director Service Dept. of the said corporation; that he saw the said F. C. Evans as such Director, Service Dept. affix said seal thereto, sign and deliver said instrument, and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation by virtue of such authority, and that this deponent signed his name thereto, at the same time, as a subscribing witness.

Subscribed and sworn to before me at) F. G. Hess
Wilmington, Delaware, the day and year)
aforesaid.)

J. Edward Schell (SEAL) N.P.
(Notary Public of Delaware)

State of Delaware)
New Castle County)SS:

I, James M. Maloney, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, which Court is a Court of Record, do hereby certify that J. Edward Schell before whom the annexed acknowledgment was taken, was at the time of taking such affidavit, affirmation or acknowledgment a Notary Public in the State of Delaware, of the County of New Castle, duly commissioned and sworn, and authorized to take and certify affidavits, affirmations and acknowledgments and proofs of Deeds or Conveyances of lands, tenements and hereditaments in the State of Delaware and to all of whose acts as such full faith and credit are, and ought to be given, as well in Courts of Justice as elsewhere.

That I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said affidavit, affirmation or acknowledgment, purporting to be the signature of the said J. Edward Schell is genuine.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the said Superior Court, at Wilmington, this first day of March in the year of our Lord one thousand nine hundred and forty-five.

James M. Maloney (SEAL) Prothonotary

State of New York)
County of New York)SS:

BE IT REMEMBERED that on the 21st day of February in the year of our Lord 1945, before me, the subscriber, Michael F. O'Connor personally appeared F.A. Gibbons to me known, who being by me duly sworn according to law, on his oath does depose and make proof to my satisfaction that he is the Secretary of and well knows the seal of General Aniline & Film Corporation, the grantee in the foregoing instrument named; that the seal affixed to the said instrument is the corporate seal of the said corporation, that it was so affixed by virtue of authority from the Board of Directors of the said corporation; that Geo. W. Burpee is the President of the said corporation; that he saw the said Geo. W. Burpee as such President affix said seal thereto, sign and deliver said instrument and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of such authority, and that this deponent signed his name thereto, at the same time, as a subscribing witness.

Subscribed and sworn to before me at)
New York the day and year aforesaid) F. A. Gibbons
Michael F. O'Connor (SEAL)
Notary Public, Queens Co. No. 2693
Cert. filed in N.Y. Co. No. 92-0-5
Commission expires March 30, 1945

State of New York)
County of New York)SS: No. 17101

I, Archibald R. Watson, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that Michael F. O'Connor whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certificate of his appointment and qualification as a Notary Public for the County of Queens with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to adminis-

10

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2 day of March 1945.

Archibald R. Watson (SEAL)

County Clerk and Clerk of the Supreme Court, New York County



Recorded at the request of General Aniline & Film Corporation

Agreement made this 31st day of May, 1963
between General Aniline & Film Corporation (herein called
Landlord) and Union Carbide Corporation, formerly Union
Carbide and Carbon Corporation (herein called Tenant)
supplementing and amending the lease between the same
parties dated March 22, 1957, as amended by agreements
dated July 15, 1960 and February 26, 1962, covering a
parcel of land located in the City of Linden, Union County,
New Jersey;

1. The parcel of land covered by said lease shall be
increased to include the parcels of land cross-hatched in
red on Exhibit A hereto annexed and made part hereof, which
parcels of land are more particularly bounded and described
as follows:

West Extension - Starting at the place of beginning
of the land originally leased by Landlord to Tenant by lease
dated March 22, 1957;

(1) Thence N 52° - 18'W a distance of 100.0 feet
to a point;

(2) Thence S 37° - 42'W a distance of 164.0 feet
to a point;

(3) Thence S 52° - 18'E a distance of 100.0 feet
to a point;

(4) Thence N 37° - 42'E a distance of 164.0 feet
(also the 1st course of the original lease) to the
point of beginning.

BOOK 2662 PAGE 319
JAMES J. HILKIN
REGISTER

East Extension - Running along the third course of the land originally leased by Landlord to Tenant by lease dated March 22, 1957, N 37° - 42'E a distance of 55.0 feet to the starting point;

(1) Thence S 52° - 18'E a distance of 75.0 feet to a point;

(2) Thence N 37° - 42'E a distance of 43.5 feet to a point;

(3) Thence N 39° - 53' - 33.6"W a distance of 76.79 feet to a point;

(4) Thence S 37° - 42'W a distance of 60.0 feet to the starting point.

2. The term of the said lease as herein amended shall end on July 1, 1968. Tenant may extend the term for an additional five (5) years starting July 1, 1968 by giving written notice to Landlord not later than July 1, 1967.

Landlord and Tenant, on the date hereof, have entered into a contract for the sale of Hydrogen by Landlord to Tenant. If said contract is terminated for any reason, said lease as amended herein will terminate on the same day as said contract as if said date were the date fixed for the termination or expiration and Tenant will carry out all the covenants and obligations on its part to be performed upon termination or expiration of said lease.

3. The annual rental commencing as of July 1, 1963 shall be Six Hundred Seventy-Five (\$675.00) Dollars payable annually in advance on each anniversary date.

4. Landlord grants permission to Tenant to construct a railroad siding and switch at the locations indicated on on Exhibit A (Drawing 2889-0). Tenant shall bear the full cost and expense of the construction of the sidetrack and switch and also the full cost of maintaining same.

Tenant agrees to use said siding for, and only for, one liquid hydrogen car at a time during emergency periods when Landlord cannot supply hydrogen gas to Tenant. Tenant also agrees to give Landlord advance notice when it expects to bring in liquid hydrogen and to keep the liquid hydrogen car on the siding enclosed in a fenced-in area.

Tenant shall be responsible for compliance with and shall comply with all laws, regulations, ordinances and orders of federal, state and local governments with respect to the transportation, storage, handling and use of liquid hydrogen.

Tenant shall be responsible for and obtain, at its

proper corporate seals to be hereto affixed, the day and year first above written.

GENERAL
DATE
INITIALS
DATE
INITIALS
DATE
INITIALS
DATE
INITIALS
DATE

GENERAL ANILINE & FILM CORPORATION

By Chris C. Schube
Vice President

UNION CARBIDE CORPORATION

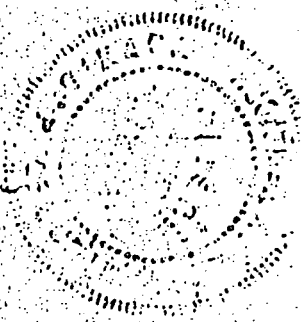
By A. L. Fosse
Vice President

STATE OF NEW YORK)
) SS.1
 COUNTY OF NEW YORK)

On the 11th day of August, nineteen
 hundred and sixty-three, before me came A. L. Foscoe
 to me known, who, being by me duly sworn, did depose and
 say that he resides at 7 Knolls Lane, Manhasset, N.Y.
 that he is the Vice President of Union
 Carbide Corporation, the corporation described in, and which
 executed, the foregoing instrument; that he knows the seal
 of said corporation; that the seal affixed to said instru-
 ment is such corporate seal; that it was so affixed by
 order of the board of directors of said corporation; and that
 he signed his name thereto by like order.

Melvin J. O'Hara

MELVIN J. O'HARA
 Notary Public, State of New York
 No. 60-8292975
 Qualified in Westchester County
 Certificate filed in New York County
 Term Expires March 30, 1964

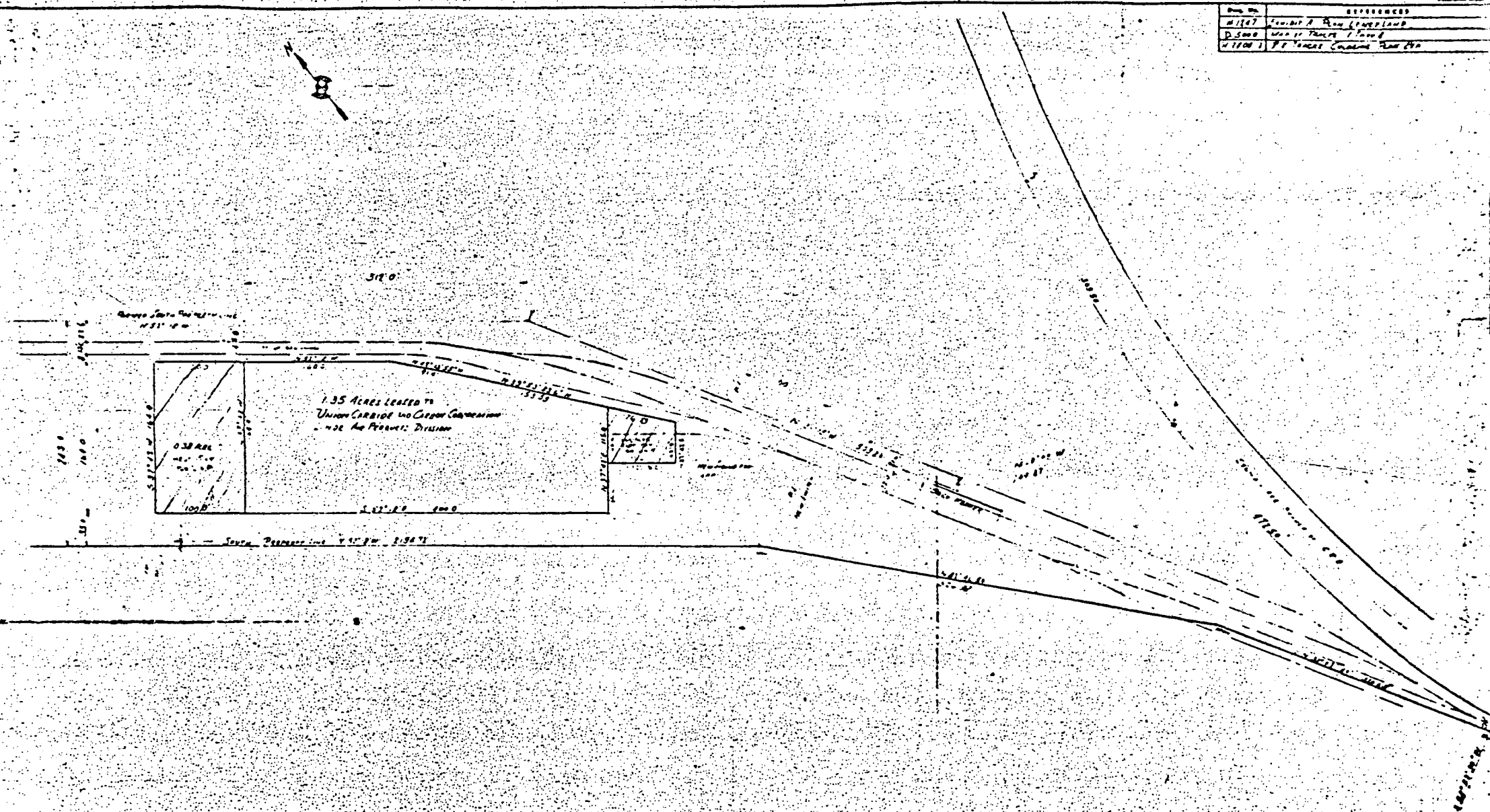


On the 31 day of May, nineteen
hundred and sixty-three, before me came Carin C. Schuyler
to me known, who, being by me duly sworn, did depose and say
that he resides at 765 Scotch Plains Ave Westfield N.J.
that he is the Vice President of General Aniline &
Film Corporation, the corporation described in, and which
executed, the foregoing instrument; that he knows the seal
of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of
the board of directors of said corporation; and that he
signed his name thereto by like order.

Harold H. H. H.

HAROLD H. H. H.
NOTARY PUBLIC
No. 1817
Commission Expires

Page No.	REFERENCE
11167	Section 2899 (Landed)
11168	Map of Section 2899
11169	Map of Section 2899



APR 11 1953

APR 11 1953	OL 16	12	12
Map of Land Leased to	Union Carbide and Carbon Corporation		
GENERAL AMERICA & FILM CORPORATION			
H-2899			

SCHEDULE D

As to Item #4 - Survey:

Survey made by Grassman, Kreh & Mixer, Engineers and Surveyors, dated February 15, 1972, continued to March 14, 1972, shows the following:

- same as in old*
- (a) 24" force main crossing subject premises; ✓
 - (b) 30" storm sewer easement, City of Linden, crossing subject premises; ✓
 - (c) 6-foot ^{inch} nitrogen line, Union Carbide Corp., crossing subject premises; ✓
 - (d) 36" storm sewer crossing subject premises; ✓
 - (e) ~~Central Railroad of New Jersey~~ ^{Richmond} tracks crossing subject premises;
 - (f) Side tracks entering from other lands of GAF Corporation southerly into the subject premises;
 - (g) Wood drainage culvert for tributary leading to South Branch Creek;
 - (h) South Branch Creek crossing premises easterly to Arthur Kill;
 - (i) Electric service lines and poles running from adjoining lands easterly in and to the subject premises and servicing adjoining lands to the southeast;
 - (j) Leased area to Union Carbide; ✓
 - (k) 24' road running westwardly to Tremley Point Road; ✓
 - (l) 10' wide 8" gas main easement to Elizabethtown Gas Company; ✓
 - (m) 16" water main easement;
 - (n) ~~36" storm sewer to City of Linden;~~
 - (o) 10' wide water easement to Elizabethtown Water Company; ✓
 - (p) 12" water main crossing subject premises;
 - (q) Wood weir on adjoining lands to the west with flues ^{to} wood drainage culvert to the east;
 - (r) 20' private roadway running to adjoining lands to the northwest; ✓
 - (s) Pole easement to Public Service;

SCHEDULE D

SCHEDULE D (continued)

- aut ✓
- (t) ~~36" storm sewer easement crossing subject premises;~~
 - (u) 50' right of way for pipe line and roadway crossing ✓
portion of subject premises;
 - (v) Survey does not disclose interior structures, all of which
are built within perimeter line of subject premises.

SCHEDULE D

Sept 20, '45

just
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- ✓ and missing Grant to Elizabethtown Water Company, Deed Book 534, page 405. 2924 page 209 and out book 2946 page 162
- (g) Joint trunk sewer easement to Borough of Linden, Deed Book 533, page 233, Deed Book 533, page 589, and Deed Book 588, page 499 and relocated by out book 2681 page 255
- (h) Grant to Elizabethtown Water Company, Deed Book 534, page 405.
- (i) Easement to Sound Shore Railroad Co., Deed Book 699, page 487.
- (j) Grant to Elizabethtown Water Company, Deed Book 1280, page 518.
- (k) Oil pipe line easement, Deed Book 1484, page 123.
- (l) Easement to Reconstruction Finance Corp., Deed Book 1555, page 560.
- (m) Railroad side track agreement, Deed Book 1780, page 44.
- (n) Railroad license agreement, Deed Book 1847, page 79. ^{out book}
- (o) Grant, Linden-Roselle Sewerage Authority, Deed Book 1898, page 168.
- (p) Grant to Linden-Roselle Sewerage Authority, Deed Book 1944, page 332.
- (q) Electric transmission line agreement, Deed Book 1988, page 113.
- (r) Grant, Tuscarora Pipe Line Company, Deed Book 2395, page 89.
- (s) Grant to Texas Eastern Transmission Corporation, Deed Book 2460, page 57.
- (t) Grant to Elizabethtown Consolidated Gas Company, Deed Book 2608, page 138, and Deed Book 2611, page 213.
- (u) Assignment of Right of Way, Deed Book 2622, page 136.

schöndurle "E"

- (v) Agreement, City of Linden, Deed Book 2681, page 225.
- (w) Grant to Colonial Pipeline Company, Deed Book 2714, page 46.
- (x) Grant to Long Island Pipe Line Corporation, Deed Book 2738, page 456.
- (y) Grant to Elizabethtown Water Company, Deed Book 2739, page 990.
- (z) Easement agreement with Central Railroad, Deed Book 2771, page 858.
- (aa) Operating Agreement, Central Railroad, Deed Book 2795, page 929.
- (bb) Easement Agreement with Sinclair Refining Company, Deed Book 2802, page 542.
- (cc) Assignment Agreement, Deed Book 2802, page 839.
- (dd) Pipeline Easement, Deed Book 2821, page 929.
- (ee) Grant to Elizabethtown Water Company, Deed Book 2872, page 661.
- (ff) Grant to Elizabethtown Gas Company, Deed Book 2909, page 697.
- (gg) Amendment of Right of Way and Easement Agreement, Elizabethtown Water Company, Deed Book 2917, page 226.
- (hh) ~~Amendment of Right of Way and Easement Agreement, City of Linden, Deed Book 2924, page 209.~~
- (ii) Grant to Buckeye Pipe Line Company, Deed Book 2928, page 677.
- (jj) Overhead wire agreement, Deed Book 2737, page 714.
- (kk) Rights given to Elizabethtown Water Company under grant or conveyance by Richard M. Montgomery & Company to lay pipe along or adjacent to the right of way of the Sound Shore Railroad Company, now Penn Central, which grant or conveyance is not of record (affects Tract #10).
- (ll) Agreement between Linden-Roselle Sewerage Authority and Nopco Chemical Company, Deed Books 2599, page 99; 2599, page 104; and 2599, page 184.
- (mm) Reserved rights as contained in Deed Books 1165, page 576; and 1165, page 582.
- (nn) Easements as recited in Deed Book 1776, page 7.
- (oo) Rights as reserved and recited in Deed Book 2356, page 634.

SCHEDULE E (continued)

- out*
omit
omit
- (pp) Rights of adjoining owners in and to roadway leading from subject premises to Tremley Point Road, Deed Books 1162, page 250, and 1330, page 321.
- (qq) Rights of adjoining owners in and to the use of all present and future main tracks as recited in Deed Book 1458, page 210, and other deeds of conveyance.
- (rr) Electric poles, railroad side tracks and other reservations set forth in Deed Book 2211, page 163.
- (ss) Paramount rights of the United States of America in and to that portion of the subject premises lying waterward or eastwardly of the high water mark line of Arthur Kill *of property conveyed to*
- (tt) Rights of adjoining owners in and to South Branch Creek and its various tributaries.
- (uu) High water mark line of Arthur Kill not guaranteed hereunder.
- (vv) High water mark line of South Branch Creek not guaranteed hereunder.
- (ww) Rights of the State of New Jersey for the raising, lowering and flooding of the waters within the bed of South Branch Creek.
- Right of access from other side and around B.* →
- (xx) The subject premises are landlocked but are serviced by a 20-foot private roadway and a 24-foot road used jointly with the proposed grantors and other land owners running westwardly to Tremley Point Road. Proper easement agreement to be entered into with adjoining owners for the use and maintenance of said road westwardly to Tremley Point Road. Upon execution and recordation thereof, policy to issue will affirmatively insure ingress and egress in and to the subject premises.
- (yy) Survey as recited under Item #4, Schedule D, indicates Central Railroad of New Jersey has right to use all tracks within the insured premises in accordance with a private siding agreement.
- Schedule "E"*

SCHEDULE F

As to Item #11:

- (a) Subject to the terms and conditions as set forth on a certain riparian grant from the State of New Jersey to Grasselli Chemical Company dated November 25, 1903, recorded in the Register's Office of Union County on December 4, 1903, in Deed Book 424, page 235, and as set forth in a certain riparian grant from the State of New Jersey to the Grasselli Chemical Company, dated March 24, 1916, recorded April 29, 1916, in Deed Book 681, page 314, wherein it is required that the applicant therein be the upland owner. See reservation as to riparian interest of the State of New Jersey set up herein under this schedule.
- (b) Subdivision certificate and certified maps to be procured in accordance with said subdivision. Conveyance to be made in accordance with the requirements of the statutes.
- (c) Proper corporate resolution and corporate affidavit of title to be executed by the grantor for the proposed conveyance and mortgage, copies to be supplied to this company.
- (d) Subject to the outstanding riparian rights and/or fee title in and to that portion of the subject premises deemed to be meadowlands, lands heretofore flowed by tide. See copy of correspondence of James R. Johnson, Supervisor, Riparian Section, dated April 24, 1972.

Schedule "F"

The State of New Jersey :
 To :
 The Grasselli Chemical Co. :

THE STATE OF NEW JERSEY:

To all to whom these presents shall come, or may Concern; Greeting: Whereas, Pursuant to an act of the the Legislature of said State, approved March 21st; 1871, entitled "A further supplement to an act entitled An act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the

Wharf Line, as shown on the map hereto annexed seven hundred and fifty(750) feet to a point distant seventy five feet easterly from the high water line of Staten Island Sound; thence southwesterly still along said Exterior Wharf Line as shown on the map hereto annexed, six hundred(600) feet more or less to a point eighty feet easterly from the high water line of Staten Island Sound; thence southerly still along said Exterior Wharf Line, as shown on the map hereto annexed Thirteen hundred(1300) feet more or less to a point; thence westerly at right angles with said Exterior Wharf Line eighty (80) feet to the high water line of the westerly shore of Staten Island Sound, where the same is intersected by the division line between lands now or formerly of Archibald Mitchell and lands of the said The Grasselli Chemical Company; thence northerly along the high water line of the westerly shore of Staten Island Sound to the point or place of beginning.

With the right and privilege, under the covenants and conditions of this grant to exclude the tide-water from so much of the lands above described as lie under tide-water by filling in or otherwise improving the same, and to appropriate the lands under water above described to its and their exclusive private uses.

Provided, that the state of New Jersey, by its Riparian Commissioners or any other lawful authority, may from time to time, change the exterior lines for solid filling and piers, and fix the same further from the shore than formerly, even though such action may affect the lands hereby granted, whenever the State may deem it necessary for its interest so to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may within such period as may be fixed by the state, either through said Riparian Commissioners or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, such additional land to be used for solid filling and for piers respectively as directed by the said Commissioners or their successors, or other lawful authority, under any present or future law of this State. And Also Provided,

of line of lands of the said The Grasselli Chemical Company, and from thence southerly ten (10) feet to and at right angles with the Exterior Wharf Line established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the state and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this state" approved April 11th, A.D. 1864, and the supplements thereto, thence easterly, northerly and north-easterly along said Exterior Wharf Line as shown and located on the map hereto annexed, Seventeen hundred and fifty (1750) feet more or less into the waters of Staten Island Sound; thence northeasterly still along said Exterior Wharf Line as shown on the Map hereto annexed, five hundred and thirty (530) feet more or less to a point, thence westerly at right angles with said Exterior Wharf Line one hundred and thirty (130) feet to the high water line of the westerly shore of Staten Island Sound where the same is intersected by the northerly line of lands formerly known as the "Morse Tract" now lands of The Grasselli Chemical Company; thence southerly along the high water line of the westerly shore of Staten Island Sound, to the high water line of the northerly shore of Piles Creek; thence southwesterly southerly and westerly along said high water line of the northerly shore of Piles Creek to the place of beginning. Excepting out of the above described tract of land under water, the land under water lying within the easterly and westerly right of way lines of the Sound Shore Railroad, extended southerly from the high water line of the northerly shore of Piles Creek, to the Exterior wharf line above referred to.

The Second Tract:

Beginning at a point in the high water line of the westerly shore of Staten Island Sound, where the same is intersected by the division line between lands formerly of J. Howard Mansfield, now The Grasselli Chemical Company and other lands of the said The Grasselli Chemical Company, and from thence along the southerly line of lands granted by the State of New Jersey to J. Howard Mansfield January 31st. 1880, south $57^{\circ} 38'$ east, 89 feet" to the Exterior Wharf Line established by the Commissioners appointed under the authority of the act aforesaid, approved April 11th, A.D. 1864, and the supplements thereto, thence southerly along said Exterior

bay of New York and elsewhere in this State" approved April eleventh, one thousand eight hundred and sixty four, and other acts and joint resolutions of the Legislature of said State. The Grasselli Chemical Company, a corporation of the State of Ohio, being the owner of lands fronting on Piles Creek and Staten Island Sound in Tremley in the County of Union and State of New Jersey, which lie above high water mark, and in front of which the lands under water hereinafter described are situated, has applied to the Riparian Commissioners of said State for a grant of the said lands under water, and to have the said Commissioners to fix the boundaries of the said lands under water, and determine the price or compensation to be paid to the said State therefor, and the terms and conditions of said grant;

AND WHEREAS, the said Riparian Commissioners, to wit:

Franklin Murphy, Governor, Willard C. Fisk, William Cloke, John I. Holt and John J. Farrell having due regard to the interest of navigation and the interests of the State, have agreed to grant the lands under water hereinafter mentioned upon the terms herein set forth, and have determined the sum of five thousand 00/100 (\$5,000.00/100) dollars, as the price or reasonable compensation to be paid to the State for the said lands.

NOW THEREFORE, the said State of New Jersey, by the said Riparian Commissioners, the Governor approving in consideration of the premises, the terms and conditions hereinafter contained, and the said sum of five thousand 00/100 (\$5,000.00/100) dollars, duly paid by the said The Grasselli Chemical Company, to the said State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, subject to the terms, covenants, conditions and limitations herein contained, unto the said The Grasselli Chemical Company and to its successors and assigns forever.

ALL those two tracts or parcels of land now or formerly flowed by tide water, lying at Tremley in the County of Union and State of New Jersey described as follows:

The First Tract: Beginning at a point in the high water line of the northerly shore of Piles Creek where the same is intersected by the westerly line

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that the state of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose whatever, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said Piles Creek and Staten Island Sound. AND ALSO PROVIDED, that if the said The Grasselli Chemical Company is not the owner of the land adjoining the land under water hereby granted, then and in that event this instrument and conveyance, so far as the same binds the State, and all the covenants herein on the part of the State shall be void as affecting any part or parts of said land which joins land not owned by the said The Grasselli Chemical Company. AND ALSO PROVIDED, that if the exterior line for solid filling and the exterior for piers, or either of said lines, now established or lines that may be hereafter established by the Riparian Commissioners^{or} other lawful authority of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, and the grantee herein or any party claiming hereunder shall suffer damages, the claim or claims therefor must be made against the authorities of the United States Government, and not against the State of New Jersey.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, all and singular the above granted and described lands under water and premises, subject to the terms, conditions and limitations aforesaid, unto the said The Grasselli Chemical Company and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Commissioners have hereunto respectively set their hands and these presents have been signed by the Governor, and the Great Seal of the said State has been hereunto affixed and attested by the Secretary of State, this twenty fifth day of November, in the year nineteen hundred and three.

Note: Lines numbered 1 to 8, part of line 18 : Franklin Murphy, Governor
and all of lines 19 and 20 on 3rd page erased : Willard C. Fisk
before execution. : William Cloke

John C. Payne.

John I. Holt
John J. Farrell

Witness: John C. Payne

Attest: S.D. Dickinson, Secy. of State.
(Seal)

STATE OF NEW JERSEY)
COUNTY OF HUDSON)SS:

BE IT REMEMBERED, that on this thirtieth day of November nineteen hundred and three before me the subscriber, A Master in Chancery of New Jersey, personally appeared John C. Payne, who being by me duly sworn on his oath, saith that he saw Franklin Murphy, Governor, Willard C. Fisk, William Cloke, John I. Holt and John J. Farrell, the within named Commissioners sign and deliver the within deed as their voluntary act and that he the said John C. Payne thereupon subscribed his name as an attesting witness thereto.

Sworn and subscribed before me :
at Jersey City the day and year :
aforesaid. :

John W. Queen
Master in Chancery of New Jersey.

John C. Payne.

11
The State of New Jersey ;

To ;

The Grasselli Chemical Co; The State of New Jersey TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN GREETING

DB 681 314

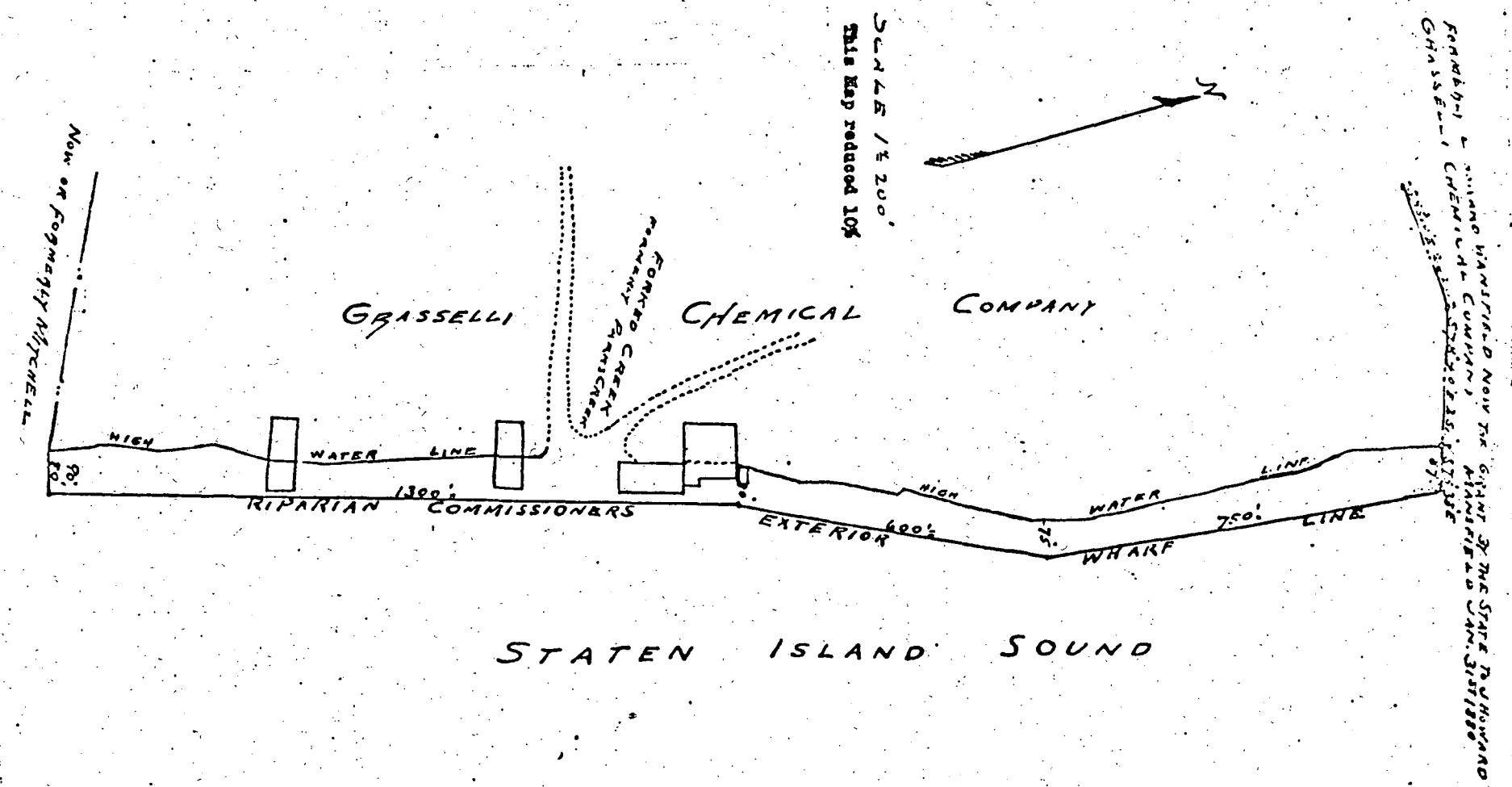
Whereas, Pursuant to an act of the legislature of said State, approved April 8th, 1915, entitled "An Act creating a department to be known as the Board of Commerce and Navigation, and vesting therein all the powers and duties now devolved by law, upon the Board of Riparian Commissioners, the department of Inland Waterways, the Inspectors of Power Vessels, and the New Jersey Harbor Commission" and other acts and joint resolutions of the Legislature of said State, The Grasselli Chemical Company, a corporation of the State of Ohio, being the owner of lands fronting on Arthur Kill or Staten Island Sound, in Tremley, in the County of Union and State of New Jersey, which lie above high water mark, and in front of which the lands under water hereinafter described are situated, has applied to the Board of Commerce and Navigation of said State for a grant of the said lands under water, and to have the said Board of Commerce and Navigation fix the boundaries of the said lands under water, and determine the price or compensation to be paid to the said State therefor, and the terms and conditions of said grant; And whereas, the said Board of Commerce and Navigation to wit, J. Spencer Smith, Richard C. Jenkinson, W. Parker Runyon, John M. Ward, William L. Saunders, J. Ward Richardson, William T. Kirk, and Allen K. White, having due regard to the interest of navigation and the interests of the State, have agreed to grant the lands under water hereinafter mentioned upon the terms herein set forth, and have determined the sum of ten thousand 00/100 (\$10,000.00) dollars, as the price or reasonable compensation to be paid to the State for the said lands, Now therefore, the said State of New Jersey by the said Board of Commerce and Navigation the Governor approving in consideration of the premises, the terms and conditions hereinafter contained, and the said sum of ten thousand 00/100 (\$10,000.00) dollars, duly paid by the said The Grasselli Chemical Company, to the said State, the receipt whereof is hereby acknowledged does hereby grant bargain

sell and convey, subject to the terms, covenants, conditions and limitations herein contained, unto the said The Grasselli Chemical Company and to its successors and assigns forever;

ALL those three tracts or parcels of land flowed by tide water, lying at Tremley, in the County of Union and State of New Jersey, described as follows;

First Tract; Beginning at a point in the Pierhead and Bulkhead line established on the westerly shore of Arthur Kill or Staten Island Sound, approved by the Secretary of War, September 28th, 1911 and adopted January

9th, 1912, by the then Riparian Commission of New Jersey where said Pierhead and Bulkhead line is intersected by the fourth course in the Exterior



Line described in the grant by the State of New Jersey to J. Howard Mansfield, dated January 31st 1880, thence along said pierhead and Bulkhead Line as approved and adopted north two degrees and twelve minutes west (N. 2° 12' W) two hundred (200) feet more or less, to an angle in the same; thence still along said Pierhead and Bulkhead Line as approved and adopted north nineteen degrees and fifty minutes west (N. 19° 50' W) twelve hundred (1200) feet to an angle in the same; thence curving to the west on a radius of one hundred and sixty (160) feet, two hundred (200) feet more or less, to the Exterior Line fixed in the grant by the State of New Jersey to J. Howard Mansfield, January 31st, 1880; thence southeasterly along the Exterior Line fixed in said grant, curving to the west on a radius of one Hundred (100) feet; one hundred and fifty (150) feet more or less to the end of the sixth course in said grant; thence southeasterly along the sixth course of said grant, seven hundred and twenty five (725) feet, more or less to a point; thence still along the exterior Line in said grant, south sixteen degrees and two minutes east (S. 16° 02' E) four hundred and twenty and 5/100 (420.05) feet to the end of the fifth course in said grant; thence still along said Exterior Line as fixed in said grant, south seven degrees and fifty minutes east (S. 7° 50' E) two hundred (200) feet more or less to the point of intersection with the Pierhead and Bulkhead Line approved by the Secretary of War September 28th, 1911, and adopted January 9th, 1912, by the then Riparian Commission of New Jersey, being the point or place of Beginning

Second Tract; Beginning at a point in the Pierhead and Bulkhead Line on the westerly shore of Arthur Kill or Staten Island Sound, approved by the Secretary of War, September 28th, 1911 and adopted January 9th, 1912 by the then Riparian Commission of New Jersey, where said Pierhead and Bulkhead Line is intersected by the second course in the exterior Line described in the grant by the State of New Jersey to J. Howard Mansfield, January 31st, 1880, thence along the second course in the exterior Line described in the grant by the State of New Jersey to J. Howard Mansfield, January 31st, 1880 south fourteen degrees and twenty two minutes west (S. 14° 22' W) one thousand (1000) feet more or less to the Beginning of the same, being the southeasterly corner of the land under water granted by the State of New Jersey to J. Howard Mansfield; January 31st, 1880 thence southwesterly along the Exterior Line, the second course in the grant by the State of New Jersey to The Grasselli Chemical Company, dated November 25th, 1903, six hundred and fifty (650) feet more or less to the Pierhead and Bulkhead Line approved by the Secretary of War September 28th, 1911 and adopted January 9th, 1912, by the then Riparian Commission of New Jersey, thence along said Pierhead and Bulkhead line as approved and adopted, north nine degrees and nine minutes east (N. 9° 09' E) seventy (70) feet more or less, to an angle in the same; thence still along said Pierhead and Bulkhead Line as approved and adopted north two degrees and twenty minutes east (N. 2° 20' E) fifteen hundred and eighty (1580) feet more or less to the point or place of Beginning;

Third Tract; Beginning at a point in the Pierhead and Bulkhead Line on the westerly shore of Arthur Kill or Staten Island Sound approved by the Secretary of War September 28th, 1911 and adopted January 9th, 1912, by the then Riparian Commission of New Jersey, where the same is intersected by the extension forty (40) feet more or less easterly in a straight

STATE OF NEW JERSEY :
COUNTY OF HUDSON : SS

BE IT REMEMBERED, That on this twenty seventh day of
March, nineteen hundred and sixteen, before me, the
subscriber a Master in Chancery of New Jersey, personally appeared B.F. Cresson
who being by me duly sworn on his oath saith that he saw James P. Fielder
Jr., Governor and J. Spencer Smith, Richard C. Jenkinson, William L. Saunders,
Allen K. White, J. Ward Richardson, W. Parker Runyon and William T. Kirk, seven
of the within named Board of Commerce and Navigation, sign and deliver the
within deed as their voluntary act and that he, the said B.F. Cresson, Jr.,
thereupon subscribed his name as an attesting witness thereto

B.F. Cresson Jr.,

Sworn and subscribed before me ;
at Jersey City, the day and
year aforesaid

William L. Rae
M.C.C. of New Jersey

Rec'd April 29, 1916

At 11.59 A.M. #7800

Recorded at the request of H. Depew

under water lying between the present exterior lines above described, and the new exterior line or lines that may hereafter be fixed; such additional land to be used for solid filling and for piers respectively as directed by the said Board of Commerce and Navigation or their successors or other lawful authority, under any present or future law of this State. AND ALSO provided that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish or for any other purpose whatever, provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted, and with the free and uninterrupted navigation between said lands under water and the main channel of the said Arthur Kill or Staten Island Sound AND ALSO, provided that if the said The Grasselli Chemical Company, is not the owner of the land adjoining the land under water hereby granted, then and in that event this instrument and conveyance so far as the same binds the State, and all the covenants herein on the part of the State, shall be void, as affecting any part or parts of said land which joins land now owned by the said The Grasselli Chemical Company AND ALSO provided, that if the exterior line for solid filling and the exterior line for piers or either of said lines now established or lines that may be hereafter established by the Board of Commerce and Navigation or other lawful authority of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, and the grantee herein or any party claiming hereunder shall suffer damages the claim or claims therefor must be made against the authorities of the United States Government and not against the State of New Jersey

TOGETHER with all and singular the hereditaments and appurtenances thereunto Belonging, TO have and to hold all and singular the above granted and described lands under Water and premises subject to the terms, conditions and limitations aforesaid unto the said The Grasselli Chemical Company, and to its successors and assigns forever;

IN WITNESS WHEREOF, the said Board of Commerce and Navigation have hereunto respectively set their hands and these presents have been signed by the Governor and the Great seal of the said State has been hereunto affixed and attested by the Secretary of State, this twenty first day of March, in the year nineteen hundred and sixteen

Note. Lines 5,6,7,8,9, 10,11, and 22, and part of line 21 and part of line 23, page 5 stricken out before execution

B.F. Cresson Jr.,

Attest

Thomas F. Martin

Secretary of State

James F. Fielder

Governor

J. Spencer Smith

R.C. Jenkinson

W.L. Saunders

Allen K. White

J. Ward Richardson

W.P. Runyon

William T. Kirk

Witness B.F. Cresson Jr.,

line of the southerly line of the grant by the State of New Jersey to The Grasselli Chemical Company, dated November 25th, 1903 thence along the Pierhead and Bulkhead Line as approved and adopted, north eleven degrees and forty five minutes west (N. $11^{\circ} 45' W$) seventy (70) feet, more or less to an angle in the same; thence still along said Pierhead and Bulkhead Line as approved and adopted, north nine degrees and nine minutes east (n. $9^{\circ} 09' E$) fifteen hundred and thirty (1530) feet more or less to a point where said Pierhead and Bulkhead Line is intersected by the third course in the Exterior Line described. in the grant by the State of New Jersey to The Grasselli Chemical Company November 25th, 1903, thence southwesterly along the third course in said grant three hundred (300) feet more or less, to an angle in the same; thence southwesterly along the fourth course in the Exterior Line in the grant to the said The Grasselli Chemical Company of November 25th, 1903, thirteen hundred (1300) feet more or less to the southeasterly corner of the lands under water/granted by the State of New Jersey to The Grasselli Chemical Company, November 25th, 1903 thence easterly along the extension of the southerly line of the grant by the State of New Jersey to The Grasselli Chemical Company of November 25th, 1903, forty (40) feet more or less to the Pierhead and Bulkhead Line approved by the Secretary of War September 28th, 1911 and adopted January 9th, 1912 by the then Riparian Commission of New Jersey, the point or place of Beginning It being the purpose and intention of this grant to convey to The Grasselli Chemical Company all the right, title, and interest of the State of New Jersey in and to the lands under water lying exterior to or eastward of the Exterior Lines fixed by the State of New Jersey in the grants to J. Howard Mansfield of January 31st, 1880 and to the Grasselli Chemical Company of November 25th, 1903, out to the Pierhead and Bulkhead Line approved by the Secretary of War September 28th, 1911 and adopted January 9th, 1912, by the then Riparian Commission of New Jersey

With the right and privilege under the covenants and conditions of this grant, to exclude the, tide water from so much of the lands above described as lie under tide water, by filling in or otherwise improving the same, and to appropriate the lands under water above described to its and their exclusive private uses; Provided, that the State of New Jersey, by its Board of Commerce and Navigation or any other lawful authority may, from time to time change the exterior lines for solid filling and piers, and fix the same further from the shore than formerly even though such action may affect the lands hereby granted, whenever the State may deem it necessary for its interest so to do; and if such exterior lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State either through said Board of Commerce and Navigation or any other lawful authority have the exclusive right to apply for and receive a lease or grant of the additional

RECYCLED



3/27/73.

46295

AGREEMENT made this 4th day of April, 1973.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New
York, New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office at
Foot of South Wood Avenue, Linden, New
Jersey 07036 (herein called "LCP");

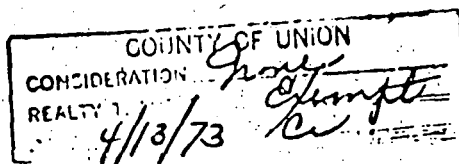
APR 12 9 50 AM '73
RECEIVED
LINDEN CHLORINE PRODUCTS
INC.
FOOT OF SOUTH WOOD AVENUE
LINDEN, N.J. 07036

W I T N E S S E T H:

For good and valuable consideration and the mutual
covenants of GAF and LCP herein contained, GAF and LCP
grant to each other the right of way hereinafter set forth.

GAF grants to LCP a right of way through lands of
GAF in the City of Linden, Union County, New Jersey, 10
feet in width the center line of which is designated on Draw-
ing H-5968-1 dated April 12, 1972, revised March 1, 1973,
attached hereto and forming part hereof for the construction,
maintenance and operation of a pipeline for the transport of
caustic soda. The said pipeline shall be constructed in
accordance with plans to be approved by GAF before construc-

BK2973PC 143



tion is started. The pipeline shall be constructed above ground at appropriate height to be approved by GAF except that the pipeline may be placed underground at the locations where it crosses roadways or railroad tracks. At the underground portions of the pipeline it shall include a Schedule 40 pipe sleeve constructed in a manner which will permit the pipeline to be pulled out and repaired, when necessary, without having to excavate or otherwise interfere with use of any roadway or railroad tracks. The right of way granted herein shall terminate on the same date that the lease by GAF to LCP of the caustic tank located on GAF's lands terminates. LCP, at its expense, agrees to relocate or alter portions of said pipeline if GAF deems such relocation or alteration is necessary in order to conduct operations on its land, including the installation of facilities for control of water pollution.

LCP shall be solely responsible for the maintenance and repair of the pipeline. LCP covenants and agrees to indemnify and hold harmless GAF against any and all claims for damages, including penalties and other liabilities (including claims relating to pollution control) arising out of or attributable to the use by LCP, its successors and assigns, its or their officers, agents,

BK2973PC 144

employees, tenants, patrons or invitees, of the said pipeline.

The right herein granted is subject to grants, conveyances, easements and rights of way heretofore made to others. GAF reserves for itself, its successors and assigns, the right to construct, operate and maintain, repair and remove for any purpose conduits, pipelines, poles and power lines of any kind and bridges and passage ways of any kind upon, across and under the lands within the boundaries of the right of way herein granted and to grant easements and rights of way to others for any of such purposes over, upon, across and under the land within the boundaries of the said right of way provided same do not unreasonably interfere with the use of the pipeline by LCP and its respective successors and assigns.

It is expressly understood that this Agreement supercedes and replaces the grant of a right of way contained in Article 5 of an agreement between GAF and LCP dated August 24, 1972, and recorded in Book 2954 at Page 206, in Union County, New Jersey.

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

BK2973PC 145

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals the day and year first above written.

GAF CORPORATION

By *Thomas A. Dent*
Vice President

Edward S. Menapace
Assistant Secretary

LINDEN CHLORINE PRODUCTS, INC.

By *W C Calvert, Jr.*
Vice President

John Landrady
Assistant Secretary

PREPARED BY:

Edward S. Menapace, Esq.
140 W. 51 Street
New York, New York 10020

BK2973PG 146

BRITISH PETROLEUM

221/26 C
C.R.P. 11 N.Y.

WATER
PLANT

4A

4B

2A

2B

2C

2D

2E

2F

2G

2H

2I

2J

2K

2L

2M

2N

2O

2P

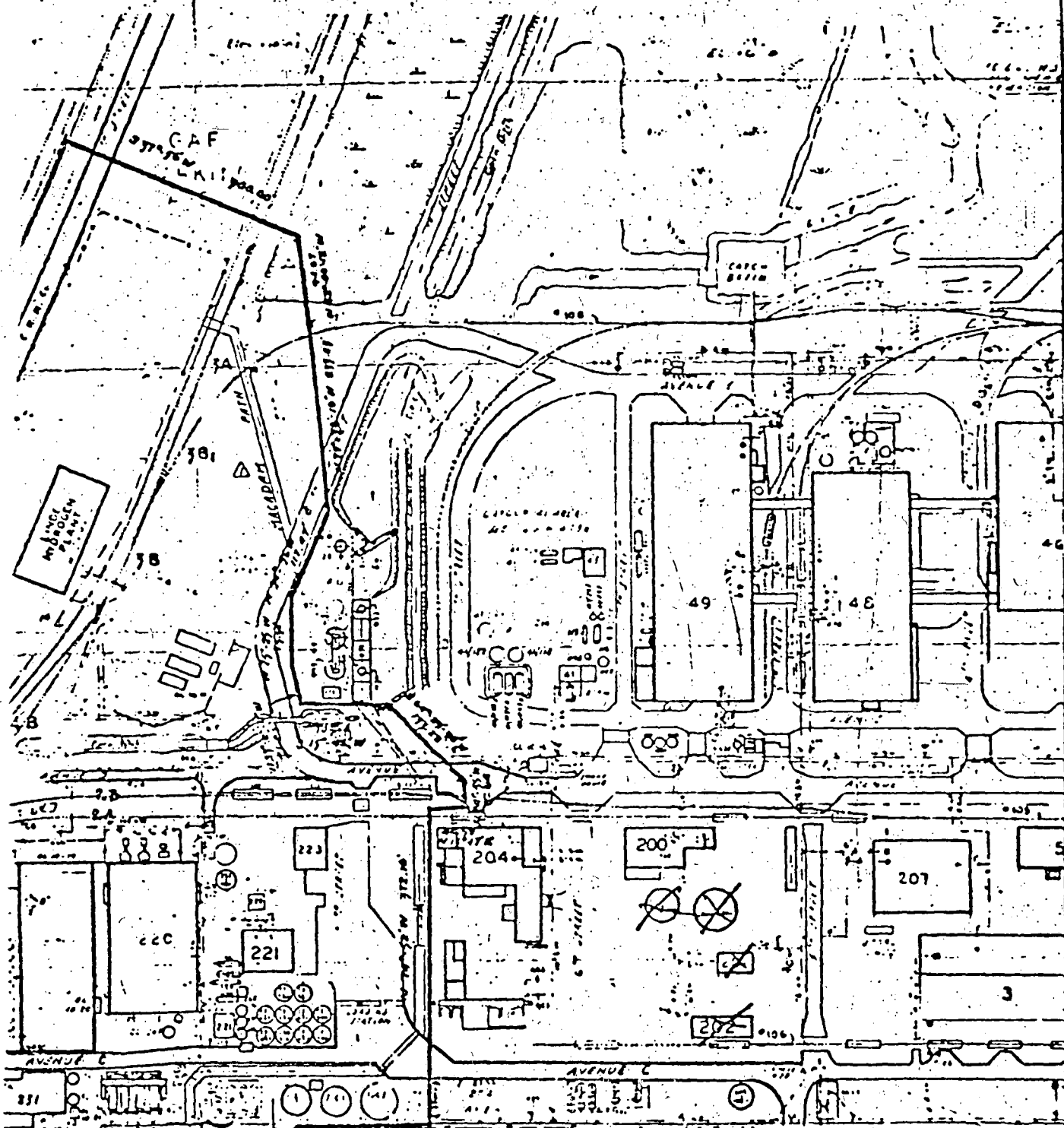
2Q

2R

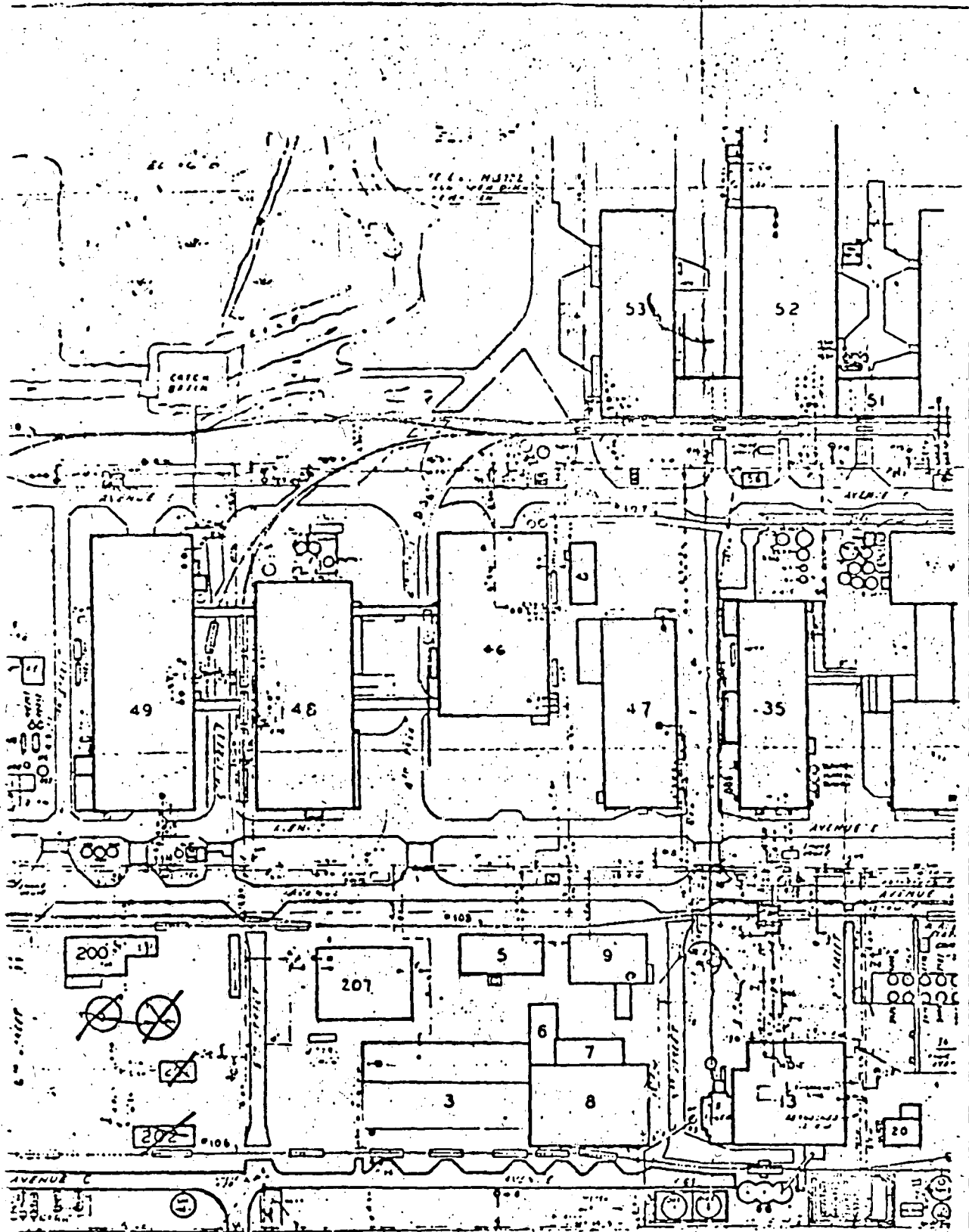
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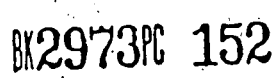
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BX2973PC 150



BK2973PC, 151



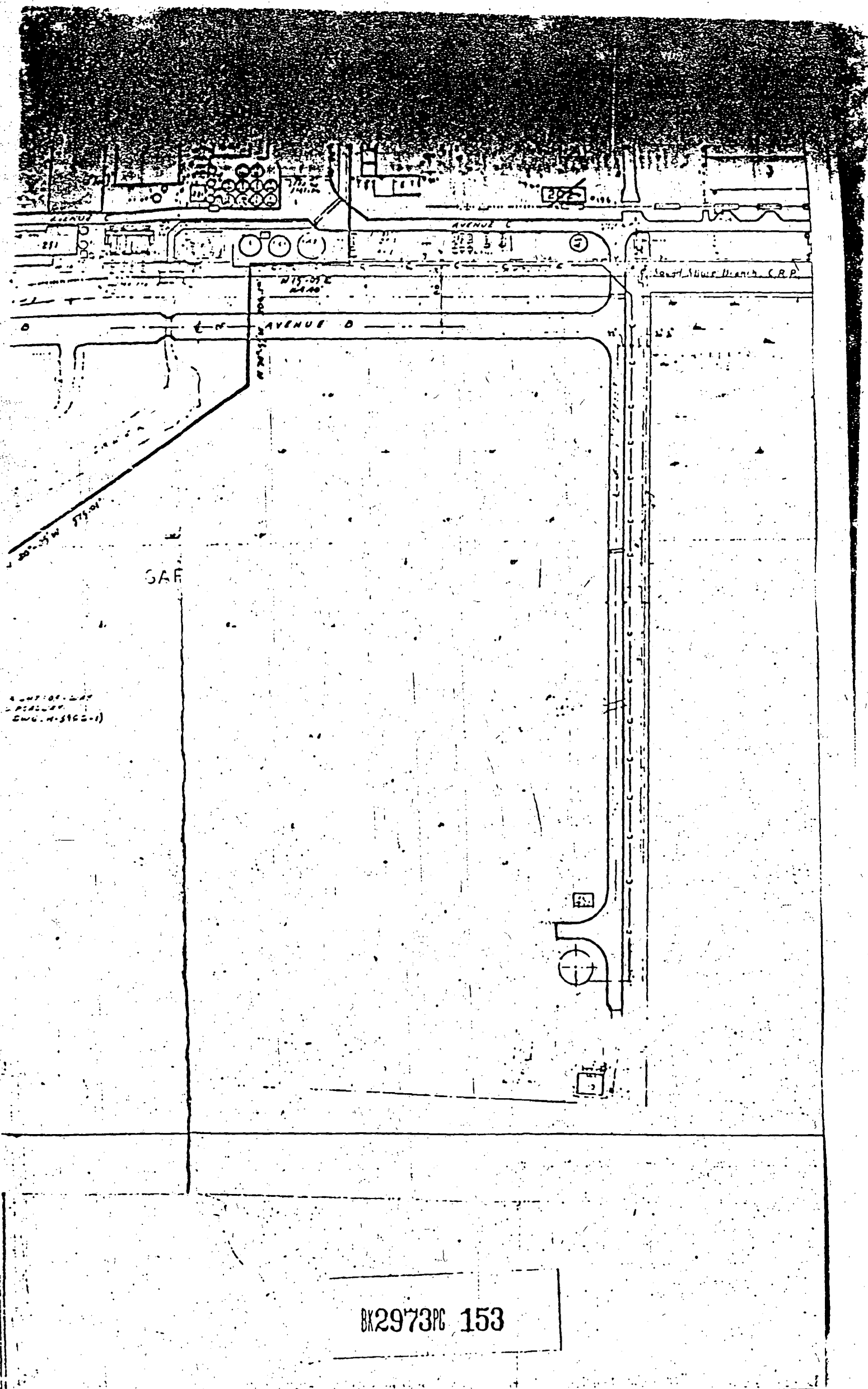


EXHIBIT D

CLAIMS SUBJECT TO GAF, INA AND HARTFORD DEFENSE AGREEMENT

Adkisson v. DuPont
American Felt & Filter
Amnicola Dump
Artel Chemical Site
Bald Knob Landfill
BASF - South 40 LPP Site
Berry's Creek
Boarhead Farm Site
Butler Tunnel
Charles Street Lot
Chemical Control - Federal Claim
Chemical Control - State Claim
Chemsol
Chrin Landfill
Colesville Landfill
Cunard Lower Landfills (Oplinger, Danielsville, Cunard Lower)
Distler Farm Site & Brickyard Site
Dorney Road/Oswald's Landfill
East Bethel Sanitary Landfill
Enviro-Chem
Fields Brook
Findett/Hayford-LPP Bridge Road Site
Flowers Property
Gallup's Quarry
G.E.M.S.
General Refining
Hardage Landfill
Helen Kramer Landfill
Heleva Landfill
Hills v. Broome County
Insta-Foam Products Facility
Kane & Lombard Site
Kenney v. Scientific
Kin-Buc Landfill
Linden Facility
Lone Pine Landfill
Lowrance
Lowry Landfill
Marvin Jonas Transfer Station
Maryland Sand, Gravel & Stone

EXHIBIT D

CLAIMS SUBJECT TO GAF, INA AND HARTFORD DEFENSE AGREEMENT

(continued)

Mathis Brothers Landfill
Maxey Flats Nuclear Disposal Site
Metro Container
Mill Creek Dump
Millis Groundwater
Motco
Novacor (Chattanooga Facility)
Novak Landfill
Old Forge Landfill
O'Neil v. Picillo
Picillo Landfill
Pollution Abatement Services (PAS) - Oswego
Pollution Abatement Services - Fulton Terminal
Pollution Abatement Services - Clothier
Pollution Abatement Services - Volney
Peak Oil
PJP Landfill
Price's Pit
Reeser's Landfill
San Gabriel Valley (Area 1)
Scientific Chemical Processing, Inc. - Carlstadt
Scientific Chemical Processing, Inc. - Lone Pine
Scientific Chemical Processing, Inc. - Newark
Seaboard Chemical
Seymour Recycling
Shaver's Farm (Mathis)
Sheridan Site
Silresim
Silsonix Corporation
South Bound Brook (Towpath)
South Bound Brook (Main Street)
South Bound Brook (Canal Road)
South Marble Top Road (Mathis)
Spectron, Inc.
Stotler Landfill
Syncon Resins
Syndey Mines
Tate Cove
Taylor Road Landfill
Tex Tin Site

Tri City Oil Conservationist Corp.
United States v. Riehl (Mill Creek)
University Avenue - Gloucester City
Vailsgate
Vanguard (Gloucester)
White Chemical Corporation

George Stubbelbine
Production Supervisor

William Duncan
Production Foreman

Carl Devoe
Day Foreman
Currently employed by Hanlin Group/LCP

Anthony Bodego
Former Operator

James Hulm
Former Plant Manager

Jim Merle
Chemical Engineer

6/14/72

Exhibit E-1

39373

AGREEMENT made this 24th day of August, 1972.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020, (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey, (herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of LCP
herein contained, GAF grants unto LCP, its successors and assigns,
its and their officers, agents, employees, tenants, patrons and
invitees, the right of way for ingress and egress, in common with
Central Railroad of New Jersey, Union Carbide Corporation (Linde
Division), GAF and others granted permission by GAF, with vehicles
and on foot over a roadway 24 feet in width, known as "Linde Road",
located on lands of GAF and running generally in a westerly direction
from lands of LCP to a private road which connects with a public road
known as Trembley Point Road in the City of Linden, Union County,
New Jersey. The present location of said roadway is set forth in

COUNTY OF UNION
CONSIDERATION none
REALTY TRANSFER FEE 284
DATE 8-25-72 BY [Signature]

BY 2954PC 284

Exhibit D annexed hereto and forming part hereof.

The aforesaid right of way is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF reserves for itself, its successors and assigns, the right, at its expense, to construct, operate and maintain, repair and remove for any purpose conduits, pipelines, poles and power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the lands within the boundaries of said right of way and easement herein granted and to grant easements and rights of way to others for any of such purposes over, upon, across and under the lands within the boundaries of the said right of way provided same do not unreasonably interfere with use of said roadway by anyone entitled to use said roadway.

GAF reserves the right, exercisable at any time, or from time to time, to relocate in whole or part said right of way to another mutually acceptable location, provided such agreement to a location suggested by GAF shall not be unreasonably withheld. If the said roadway is relocated the cost of construction of the

BY 2954PC 285

relocated roadway shall be borne by GAF.

GAF will maintain and keep the said roadway in good repair and apportion the cost of maintenance and repair among all users, including future users, thereof, except Central Railroad Company of New Jersey and GAF, on a fair and equitable basis having due regard to the amount of use and tonnage hauled over said roadway by each user. So long as the only regular permitted users of said roadway are Central Railroad of New Jersey, Union Carbide Corporation and LCP the cost of maintenance and repair of said roadway shall be borne by Union Carbide Corporation and LCP.

If GAF fails to make repairs to the said roadway or to commence such repairs within fifteen (15) days after notice from LCP, LCP shall have the right to enter upon lands of GAF and to make repairs to the said roadway at LCP's expense.

LCP hereby covenants and agrees to indemnify and hold harmless GAF against any and all claims for damages arising out of or attributable to the use or repair of the said roadway by LCP, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

BK2954PC 286

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

James A. Dent
Vice President

ATTEST:

T. B. Hunt
Secretary

LINDEN CHLORINE PRODUCTS, INC.

By

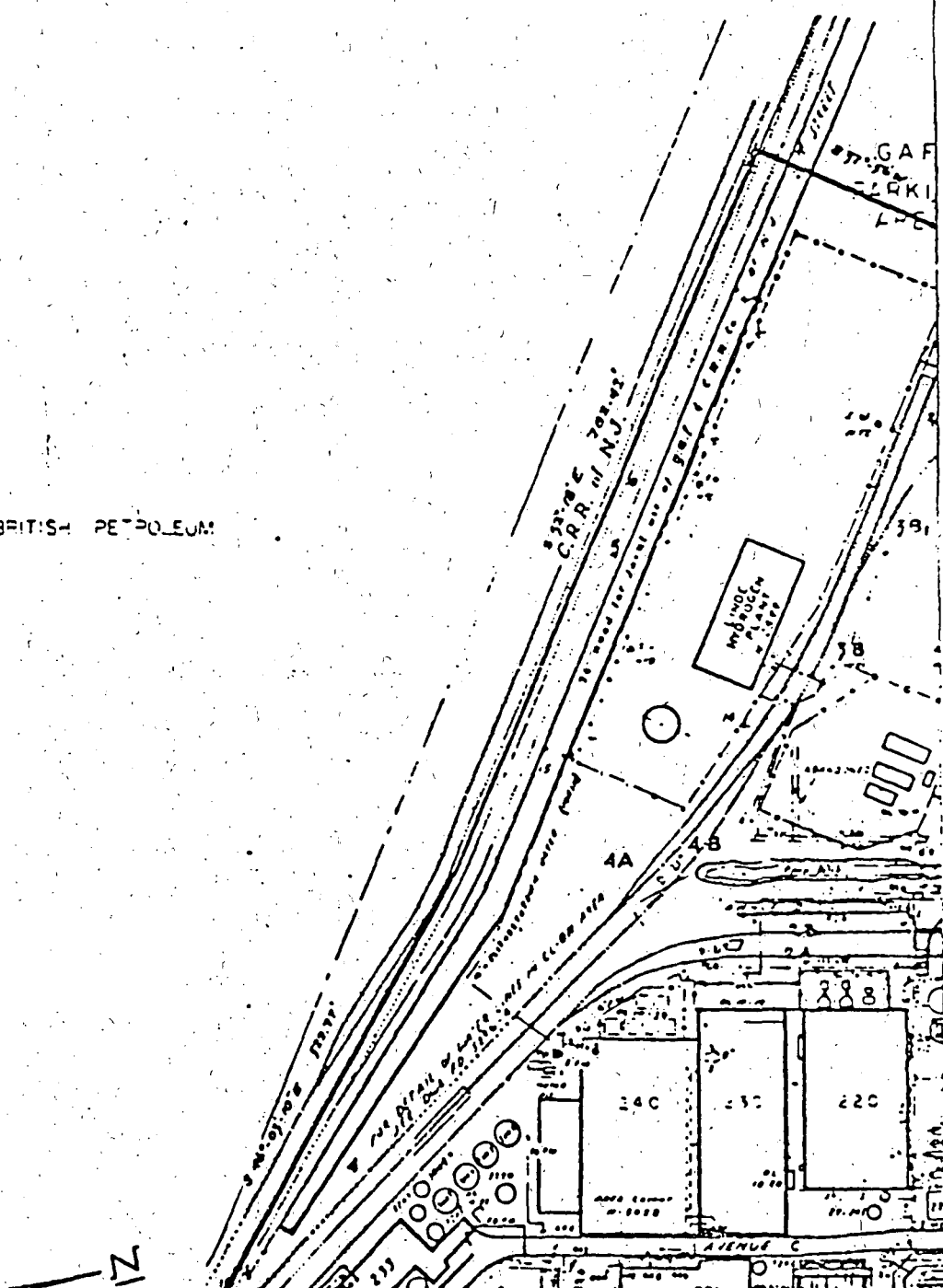
J. A. Hansch
President

ATTEST:

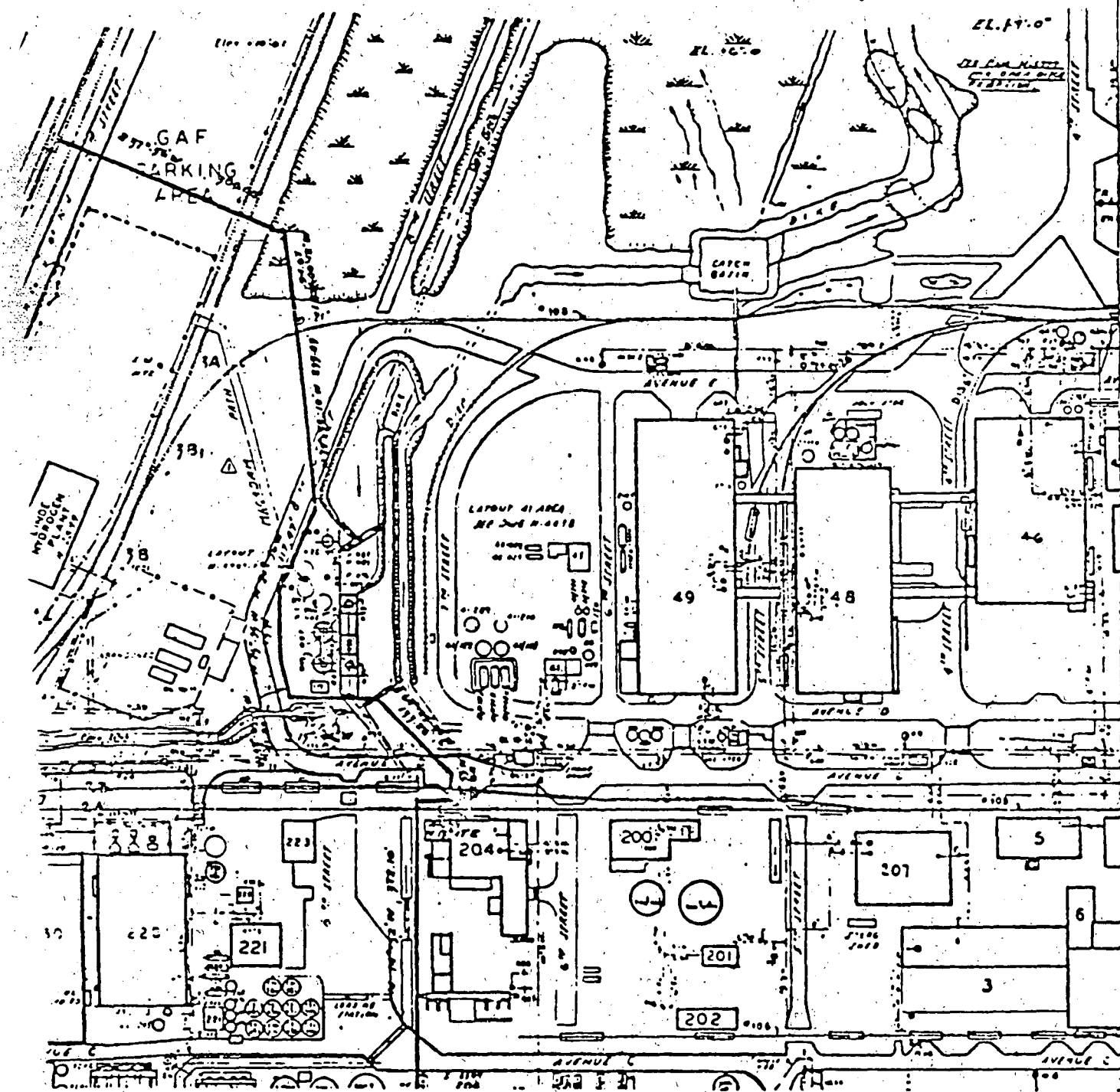
W. C. Calvert, Jr.
Assistant Secretary

BK2954PC 287

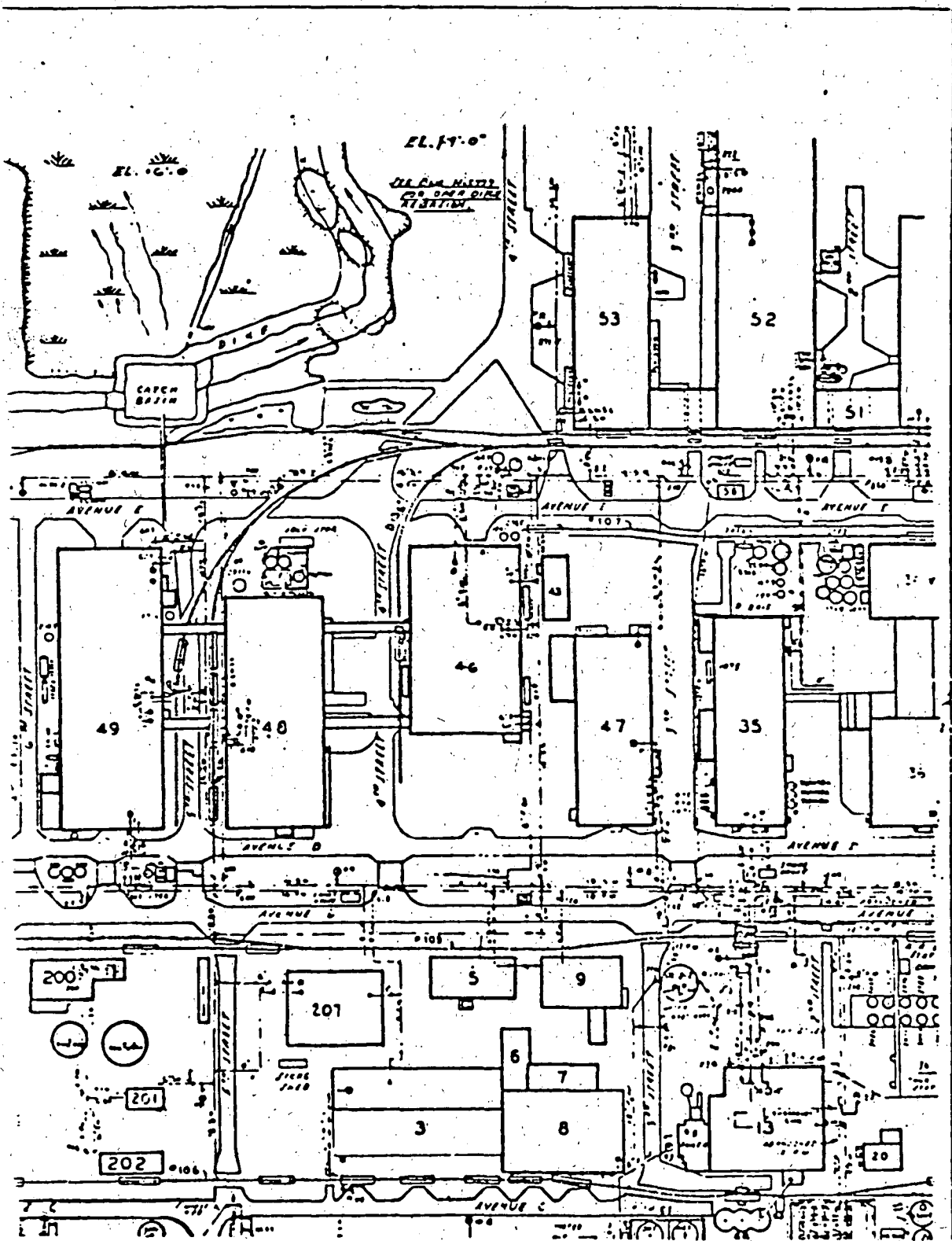
BRITISH PETROLEUM



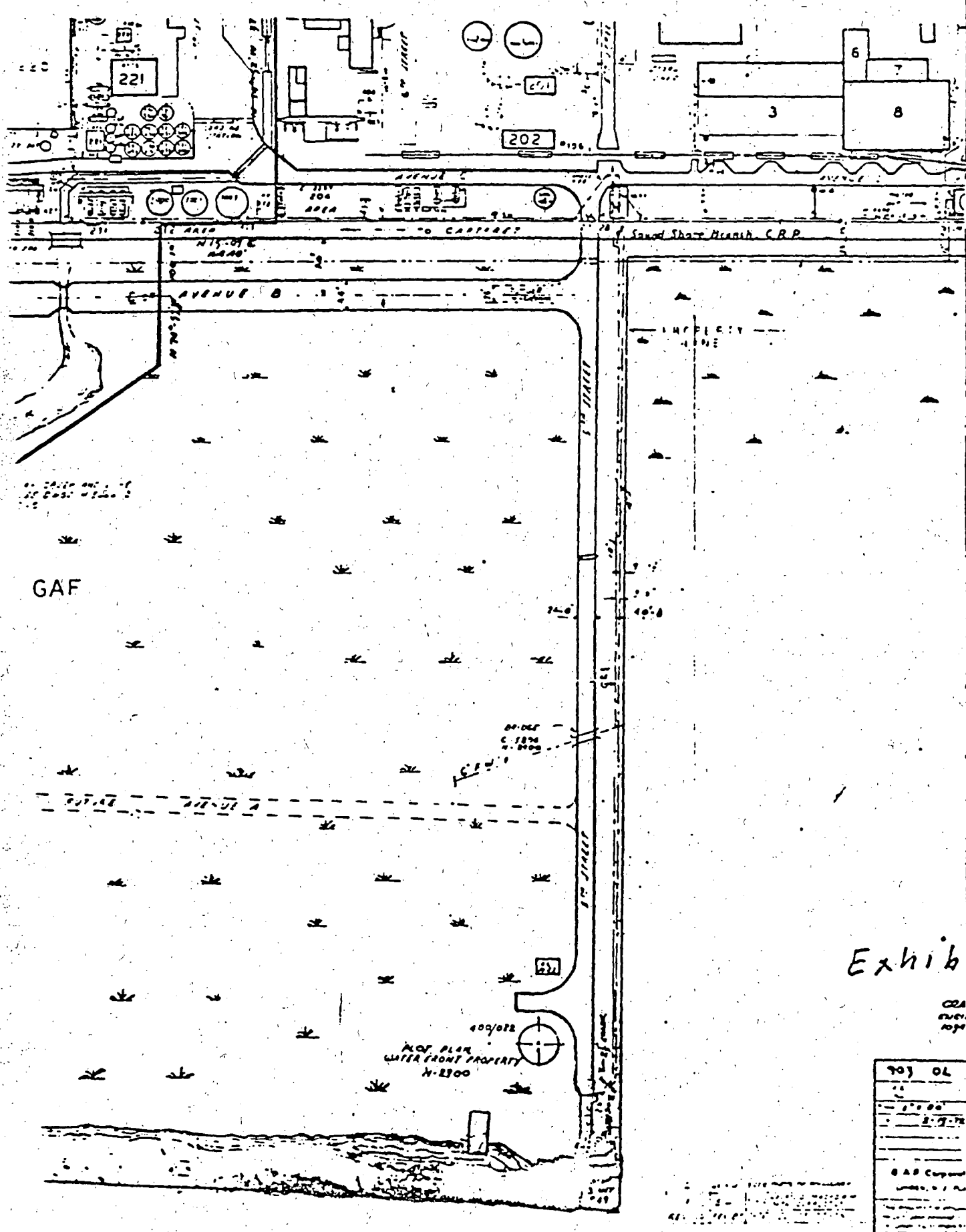
BE2954PC 290



BX2954PC 291

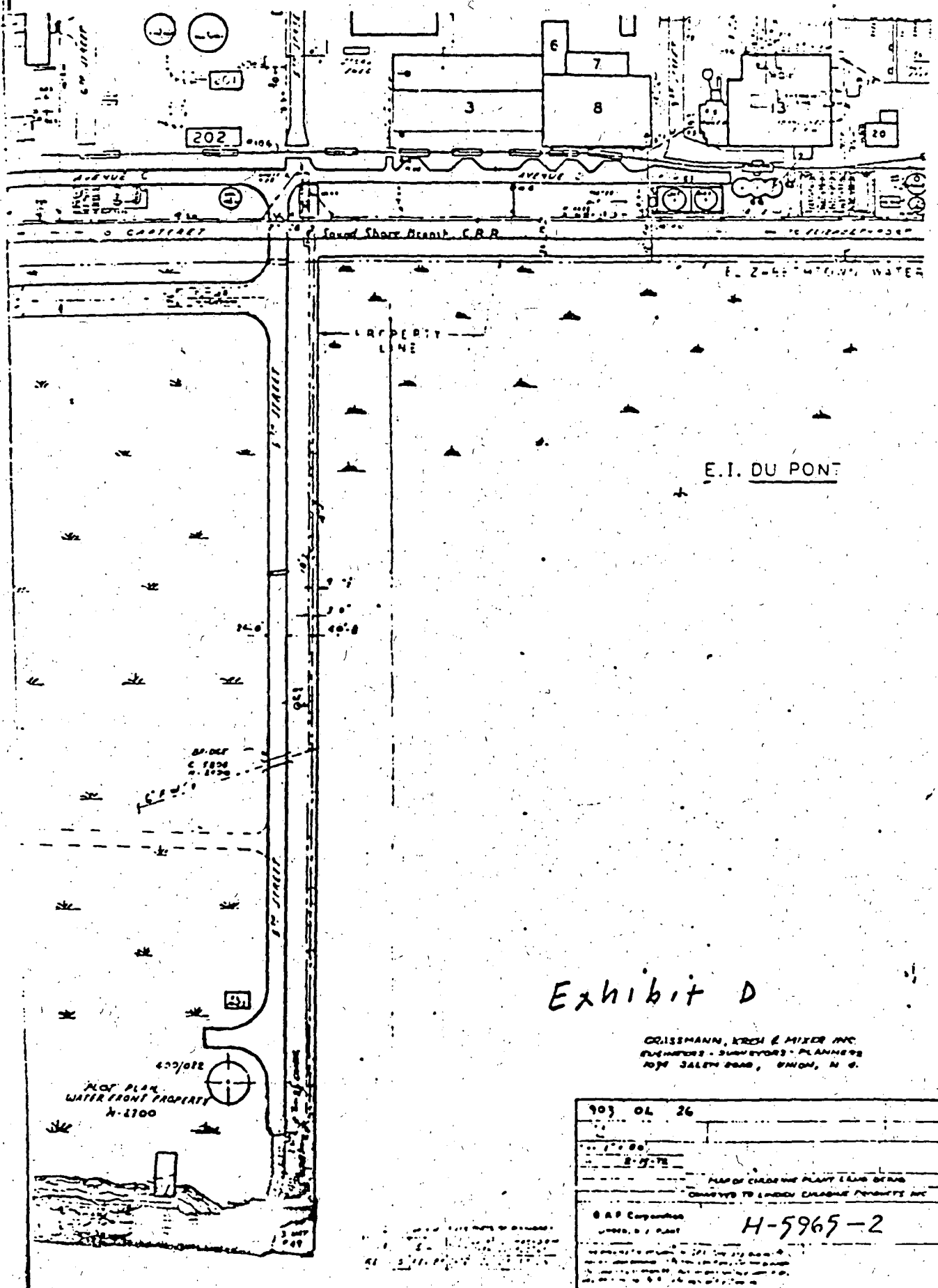


BK2954PG 292



Exhib

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BK2954PC 295
END OF DOCUMENT

6/14/72

Exhibit E-2

39371

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called
"GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care
of Shanley & Fisher, 570 Broad Street,
Newark, New Jersey, (herein called "LCP")

W I T N E S S E T H:

For good and valuable consideration and for the mutual
covenants of GAF and LCP herein contained, GAF and LCP
grant to each other the respective rights, rights of way, ease-
ments and lease hereinafter set forth.

Reciprocal Rights of Way Over Avenue B

1. GAF and LCP grant to each other and their respective
officers, agents, employees, tenants, patrons, invitees,
successors and assigns, a right of way over, through and across
that part of the roadway designated as Avenue B on Exhibit D
attached hereto lying within their respective lands located in the
City of Linden, Union County, New Jersey, for ingress and egress
by vehicle and on foot.

COUNTY OF UNION
CONSIDERATION <u>None</u>
REALTY TRANSFER FEE <u>Amount</u>
DATE <u>8-25-72</u> BY <u>[Signature]</u>

EX-2954PC 296

Right of Way Over Avenue C, Avenue B
and Fifth Street

2. GAF grants to LCP, its respective officers, agents, employees, tenants, patrons and invitees, (a) a right of way over, through and across the roadways known as Avenue C to Fifth Street to Avenue B, and (b) a right of way from Avenue B east on Fifth Street to and including the turn around area on which a 500,000 gallon caustic tank is located in the City of Linden, Union County, New Jersey, all as designated on Exhibit D attached hereto, for ingress and egress by vehicle and on foot. The right of way provided for in (b) above shall continue only for so long as LCP leases and occupies the said caustic tank.

Lease of 500,000 Gallon Caustic Tank

3. GAF does hereby lease to LCP and LCP hires from GAF the 500,000 gallon caustic tank located on land of GAF in the City of Linden, Union County, New Jersey, as designated on Exhibit D attached hereto, for a term to start thirty (30) days after notification to GAF but not later than December 1, 1972, and to end on December 31, 1973, at a rental of One Thousand Dollars (\$1,000) per month payable, in advance, on the first day of each month starting on the first day of the term. The rental for any partial month shall be prorated. GAF agrees to furnish to LCP electric power and steam in quantities required for operation of the tank at no extra charge. The electricity and steam shall be supplied through the lines

BK2954PC. 297

now installed and said lines shall be maintained by GAF, at its expense.

LCP accepts said tank and all its appurtenances, in "as is" condition and agrees, at its expense, at all times to keep said tank and all its appurtenances in good condition and repair and upon termination of this lease to return said tank and all its appurtenances to GAF in good order and condition, reasonable wear and tear and damage by fire and other casualty excepted.

If said tank is damaged or destroyed by fire or other casualty, this lease shall terminate as of the date of any such occurrence unless within sixty (60) days after such occurrence LCP notifies GAF in writing that LCP, at its expense, will repair or restore said tank, in which event this lease shall continue in force and effect. At termination of this lease the said tank shall remain GAF's property.

LCP shall have the sole responsibility for handling of product in and out of the said tank and GAF shall have no liability or obligation to LCP for any damage however caused to any material stored in said tank at any time.

GAF is now a party to an agreement with E.I. duPont de Nemours & Company providing for use of dock facilities and a pipeline right of way.

BK 2954PC 298

LCP will negotiate with E. I. duPont de Nemours & Company for a new agreement providing for use of the dock facilities and pipeline right of way and LCP shall have an option to extend the term of the caustic tank lease at the rental hereinabove provided to a date concurrent with the new agreement but in no event for a term to expire later than December 31, 1978.

If the said agreement as such may be extended between E. I. duPont de Nemours & Company and LCP terminates for any reason, then this lease of the caustic tank shall concurrently terminate and GAF shall be under no further obligation to LCP with respect thereto.

Right of Way Over Eight Street and Avenue D

4. LCP grants to GAF a right of way through and across the roadways designated as Eight Street and Avenue D on Exhibit D attached hereto, located on LCP's land in the City of Linden, Union County, New Jersey for ingress and egress by vehicle and on foot. The said right of way shall continue only until GAF abandons operation of the Liming Neutralization Station located on GAF's land. Failure to operate such Station for a continuous period of one year shall constitute abandonment of operation thereof.

BK2954PC 299

Right of Way for Caustic Pipeline from LCP Land to
Caustic Tank

5. GAF grants to LCP a right of way, through lands of GAF in the City of Linden, Union County, New Jersey, 10 feet in width the center line of which is designated on Drawing No. H-5968, dated April 12, 1972, attached hereto and forming part hereof for the construction, maintenance and operation of a pipeline for the transport of caustic soda. The said pipeline shall be constructed above ground and in accordance with plans to be approved by GAF before construction is started and provision shall be made for clearances of eighteen feet at all roadways and twenty-two and eight tenths feet above ties at all points where the pipeline crosses railroad tracks. The right of way granted herein shall terminate on the same date that the lease by GAF to LCP of the caustic tank located on GAF's land terminates. LCP, at its expense, agrees to relocate or alter portions of said pipeline if GAF deems such relocation or alteration necessary in order to conduct operations on its land including the installation of facilities for control of water pollution.

General Provisions

6. GAF and LCP shall each be responsible for maintenance of the roadways hereinabove referred to which lie within their respective lands.

BX:2954PC 300

GAF hereby covenants and agrees to indemnify and hold harmless LCP and its successors and assigns against any and all claims for damages arising out of or attributable to the use by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees of any of the roadways above referred to located on lands of LCP.

LCP hereby covenants and agrees to indemnify and hold harmless GAF and its successors and assigns against any and all claims for damages arising out of or attributable to the use by LCP, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees of any of the roadways above referred to located on lands of GAF.

LCP hereby covenants and agrees to indemnify and hold harmless GAF against any and all claims for damages including penalties and other liabilities (including claims relating to pollution control) arising out of or attributable to use by LCP, its successors and assigns, its or their officers, agents, employees, tenants, patrons or invitees, of the said 500,000 gallon caustic tank or the said pipeline from the premises to the said caustic tank.

If it becomes necessary for GAF or LCP at any time or from time to time to relocate in whole or part any one of the rights of way through the roadways located on either's land, GAF

BK2954PC 301

and LCP shall have the right to relocate any one of said rights of way provided, it notifies the other party in writing sixty (60) days before the start of construction of such relocation and designates in said writing a new or substitute route for any such right of way, and provided, that the party requesting a relocation bears the expense of construction of the relocated right of way.

The respective rights herein granted, are granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF and LCP reserve for each other and their successors and assigns the right to construct, operate and maintain, repair and remove for any purpose conduits, pipelines, poles and power lines of any kind and bridges and passage ways of any kind over, upon, across and under their respective lands within the boundaries of the rights of way herein granted and to grant easements and rights of way to others for any of such purposes over, upon, across and under their respective lands within the boundaries of the said rights of way provided same do not unreasonably interfere with the use of any such roadway by GAF and LCP and their respective successors and assigns.

BX2954PC 302

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By *Thomas A. Dent*
Vice President



W. B. Turner
Secretary

LINDEN CHLORINE PRODUCTS, INC.

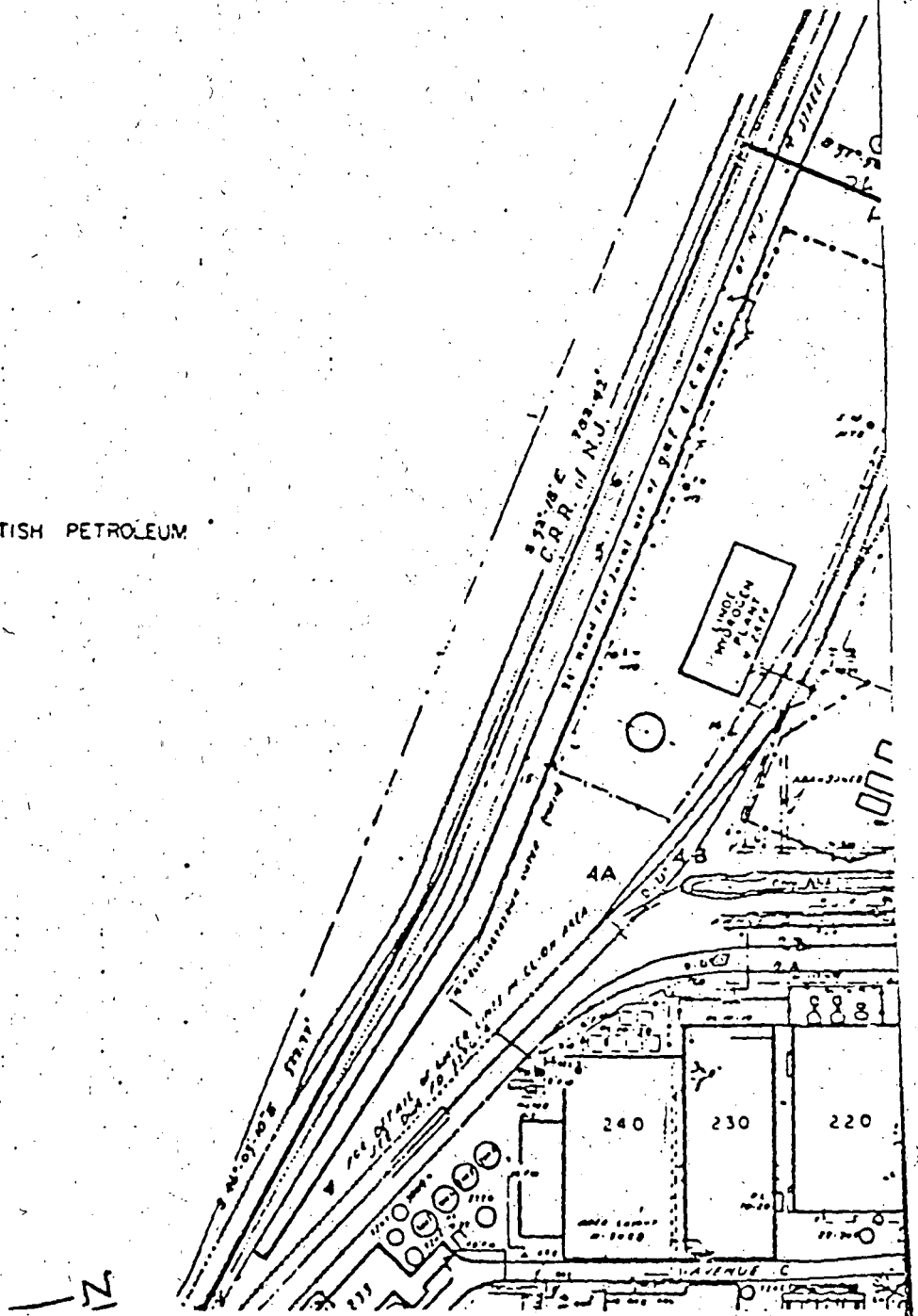
By *C. J. Harnish*
President.



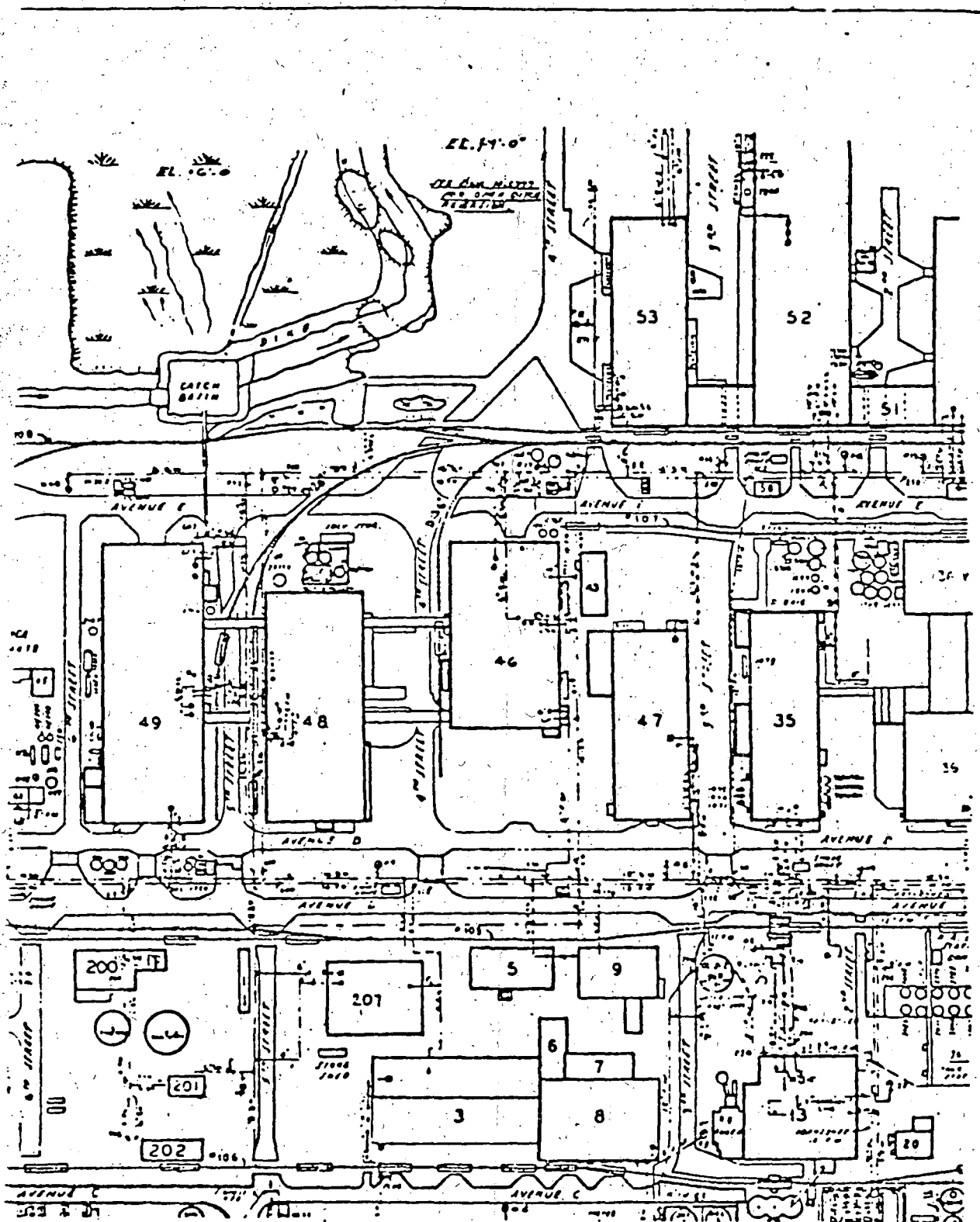
W. C. Calvert Jr.
Assistant Secretary

BN:2954PC 303

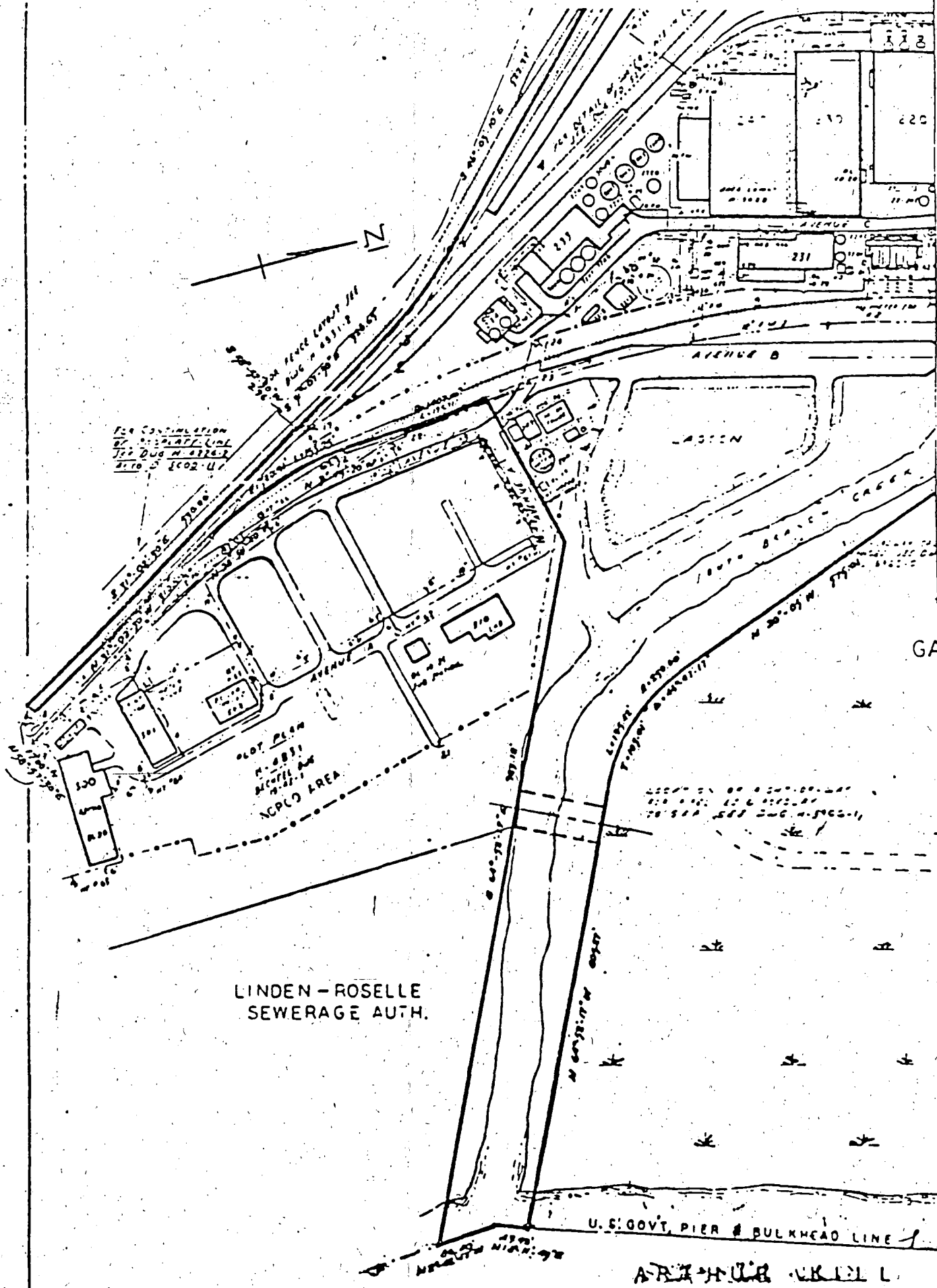
BRITISH PETROLEUM



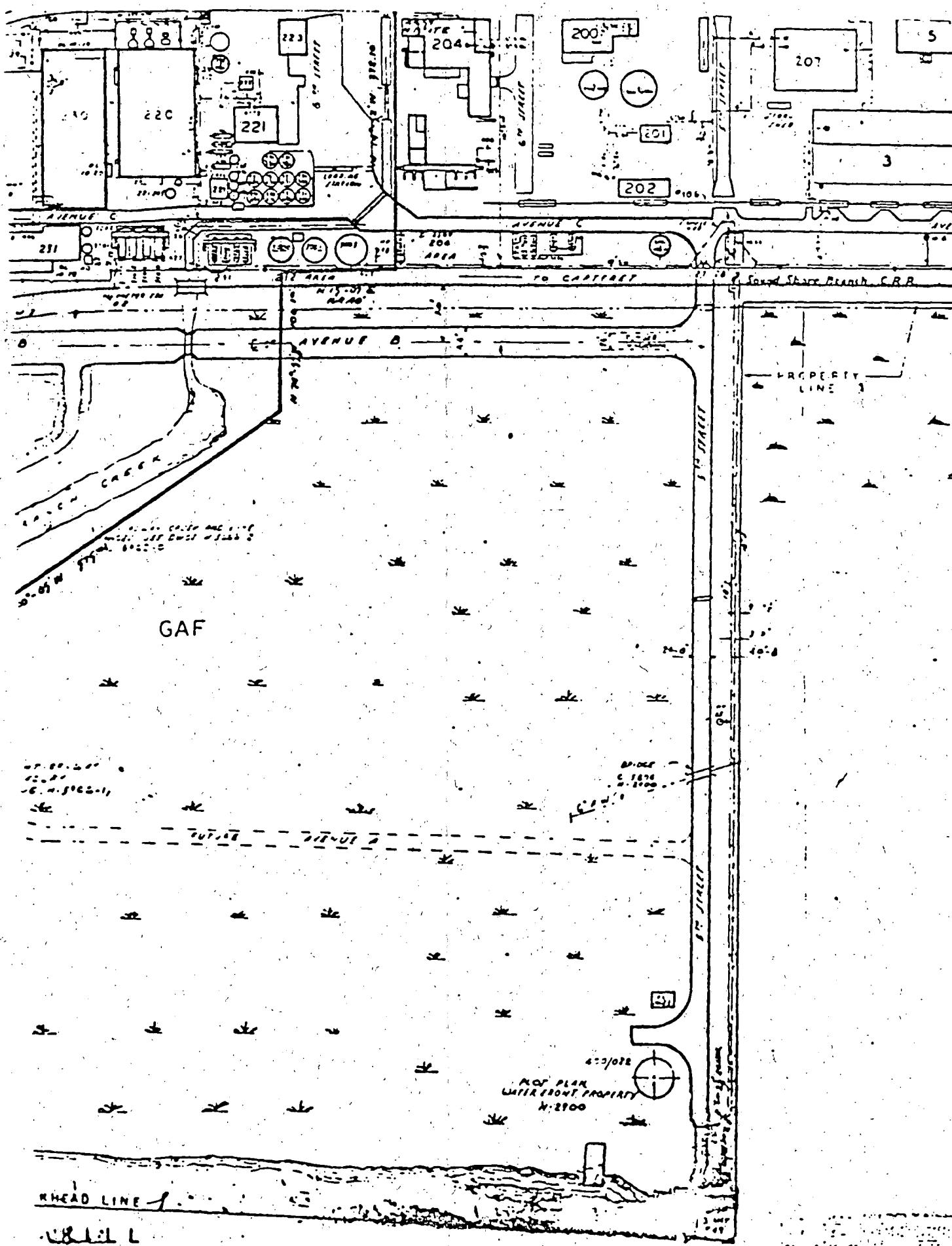
BK 2954PC 306



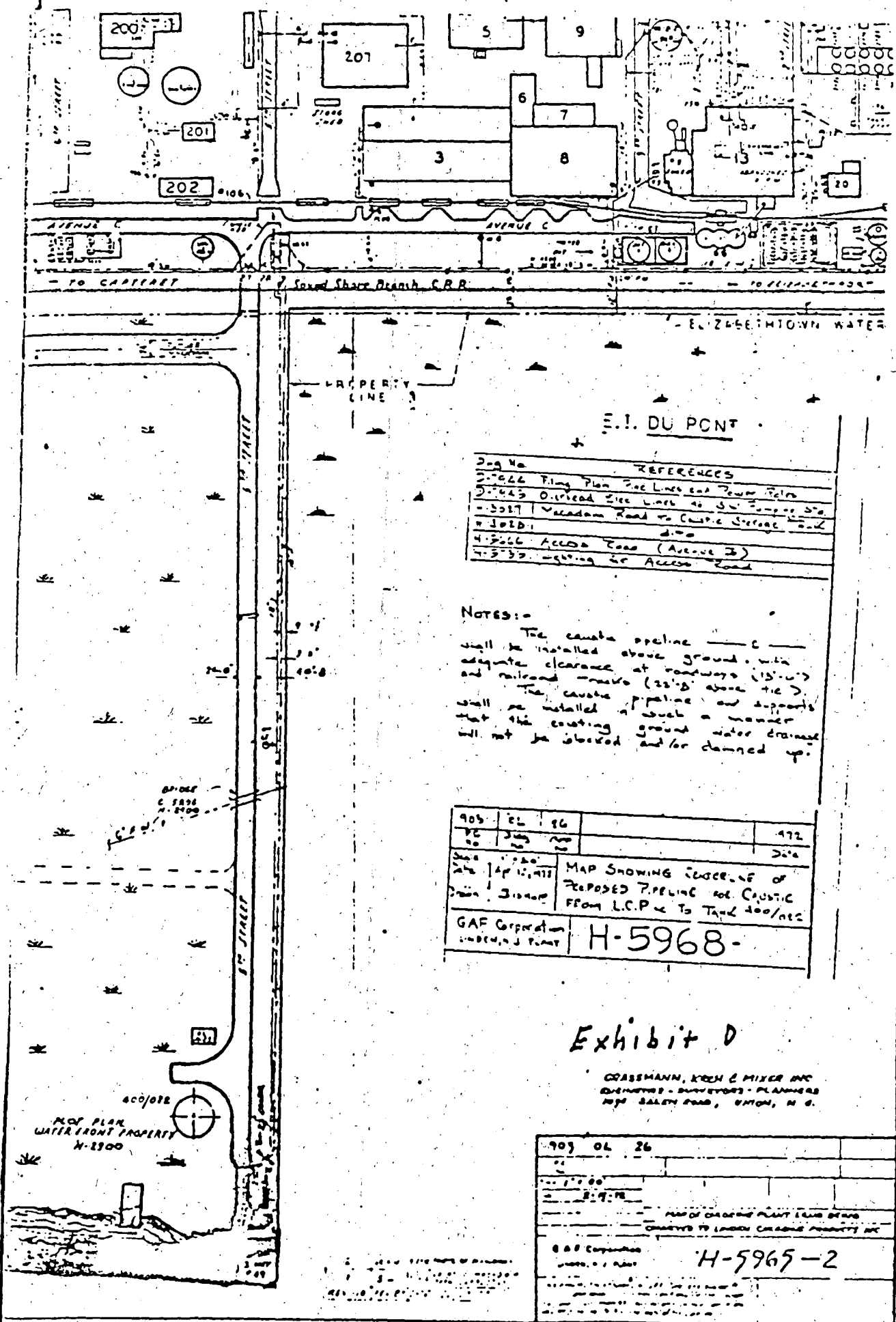
BX2954PG. 308



BK2954PC 309



BX2954PC 310



6/14/72

Exhibit C-3

39375

AGREEMENT made this 24th day of August 1972.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called
"GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care
of Shanley & Fisher, 570 Broad Street, Newark
New Jersey (herein called "LCP");

RECORDED & INDEXED
JUN 25 9 34 AM '72
EX-2954 312
JAMES J. HARTLEY
RECORDER

W I T N E S S E T H:

In consideration of the payment of One Dollar (\$1.00) and
other good and valuable consideration and of the mutual covenants
of LCP and GAF herein contained, GAF and LCP grant to each
other the respective rights and rights of way hereinafter set forth.

Track 2B

1. GAF hereby grants to LCP a right of way to use
and to operate moving railroad equipment over and to store rail-
road cars on not more than 800 feet of the railroad track located
on GAF's land in the City of Linden, Union County, New Jersey
designated as Track 2B on Exhibit D attached hereto and forming
part hereof and to use and to operate moving railroad equipment

COUNTY OF UNION	
CONSIDERATION	None
REALTY TRANSFER FEE	Amount
DATE 8-25-72	BY [Signature]

BY 2954PC 312

over and the right to store cars on the railroad tracks located on GAF's said land and designated as Tracks 5 and 6 on Exhibit D. LCP agrees to provide breaks in the car storage on Track 2B to provide access to GAF's buildings and roadways along the right of way.

Tracks 1, 3, 3A, 3B, 3B-1, 4, 4A, 4B, 5 and 6.

2. LCP hereby grants to GAF a right of way to use and to operate moving railroad equipment over the railroad tracks located on LCP's land in the City of Linden, Union County, New Jersey, and designated on Exhibit D as Tracks Nos. 1, 3, 3A, 3B, 3B-1, 4, 4A, 4B, 5 and 6, and the additional right to store cars on railroad Tracks 5 and 6.

General Provisions

3. The rights herein granted shall be subject to railroad sidetrack agreements between LCP and the Central Railroad Company of New Jersey and between GAF and the Central Railroad Company of New Jersey and an operating agreement among the three parties. LCP and GAF shall each be responsible for the maintenance and repair of the railroad tracks located on their respective lands except that LCP shall maintain the cables and pulleys used in connection with the car puller utilized in connection with Track 2B.

4. GAF hereby covenants and agrees to indemnify and hold harmless LCP and its successors and assigns against any and

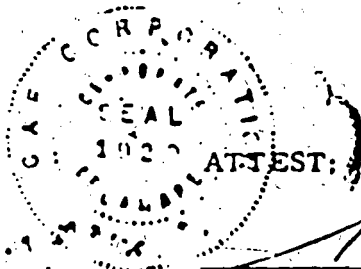
BY 2954PC 313

all claims for damages arising out of or attributable to the use by GAF, its successors and assigns of any of the railroad tracks above referred to located on lands of LCP.

5. LCP hereby covenants and agrees to indemnify and hold harmless GAF and its successors and assigns against any and all claims for damages arising out of or attributable to the use by LCP, its successors and assigns of any of the railroad tracks above referred to located on lands of GAF.

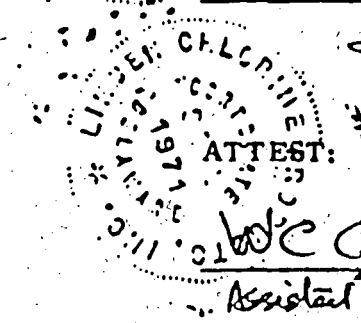
This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



GAF CORPORATION

By *Thomas A. Dent*
Vice President

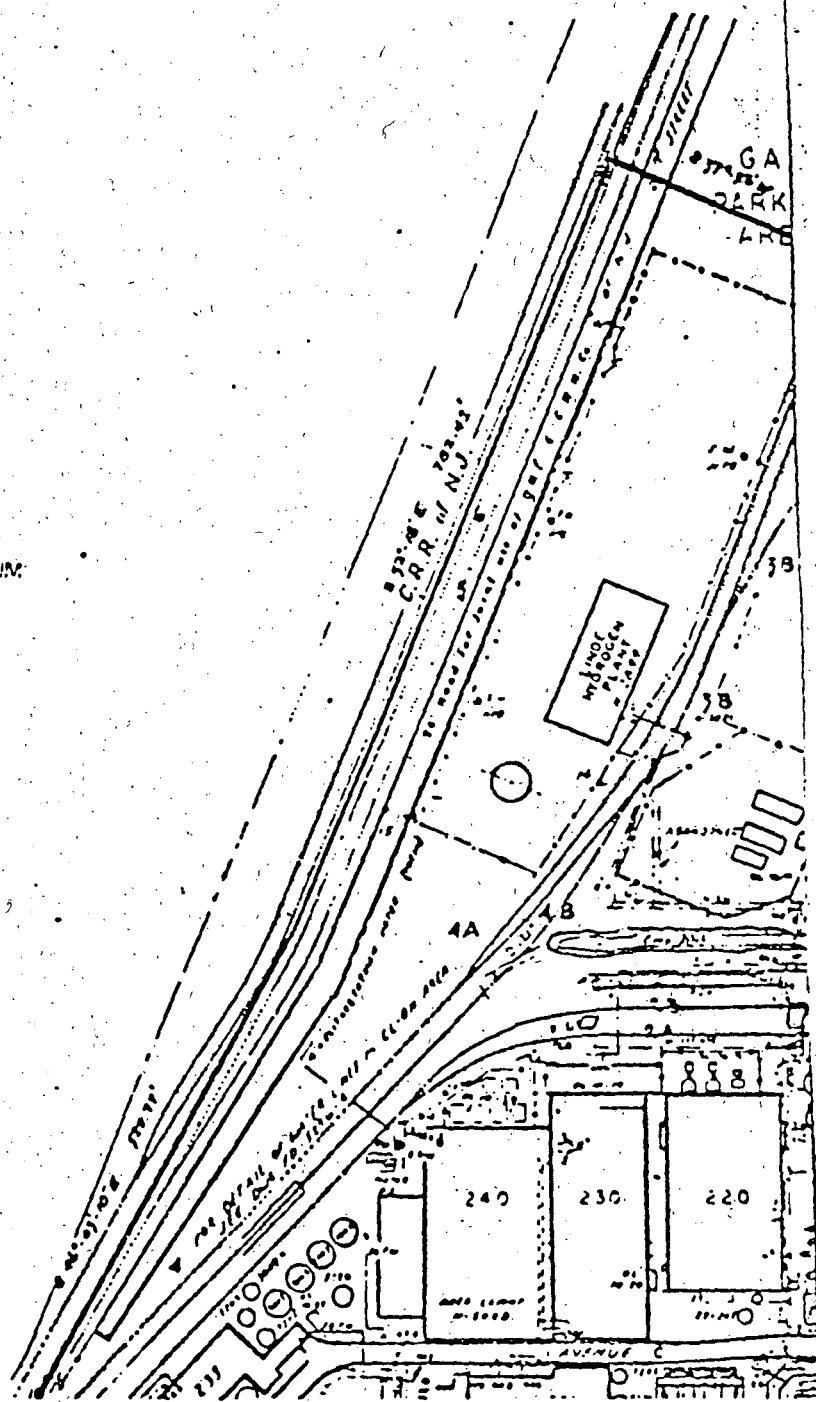


LINDEN CHLORINE PRODUCTS, INC.

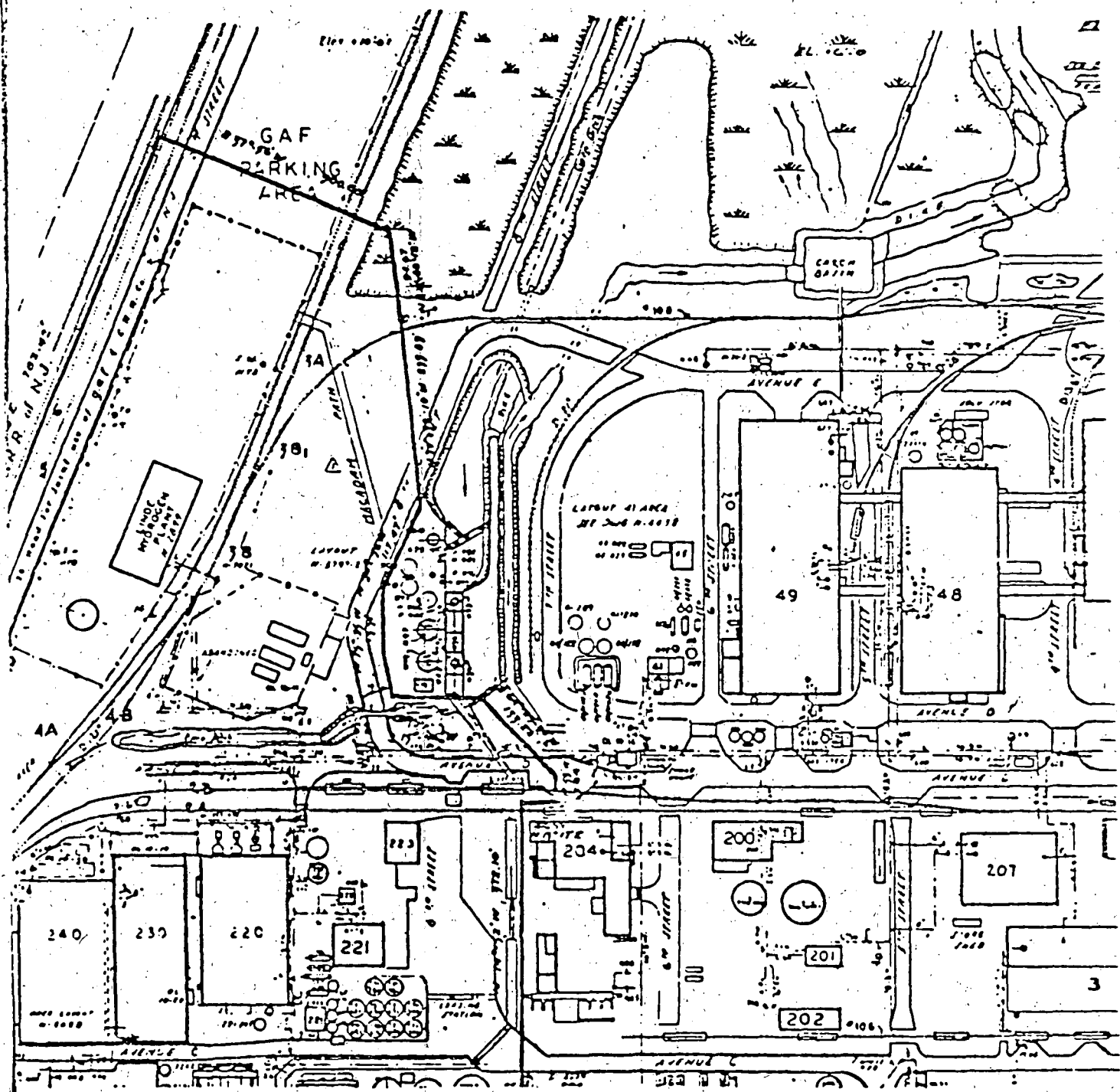
By *W C Galvest, Jr.*
President

BK2954PC 314

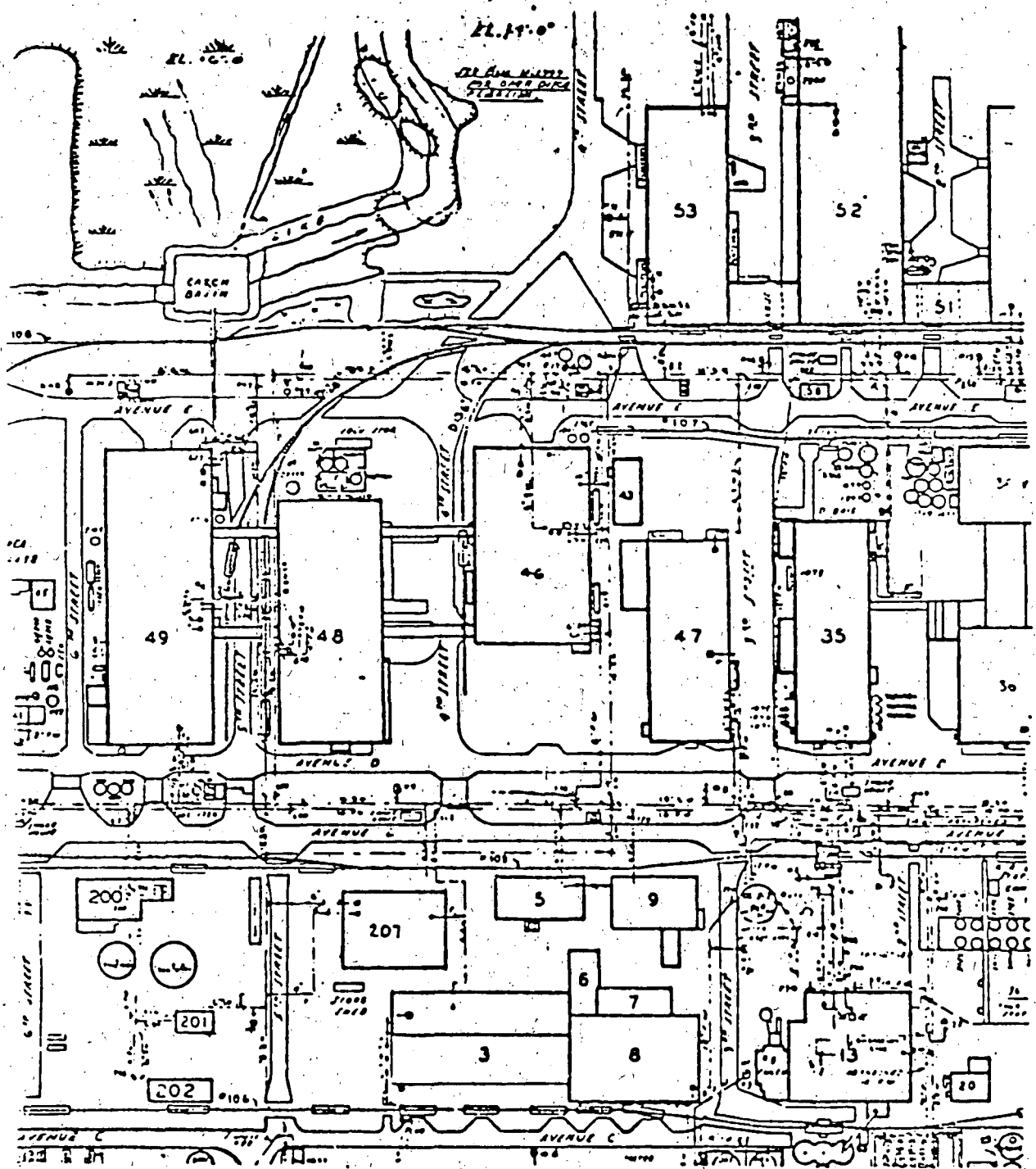
BRITISH PETROLEUM



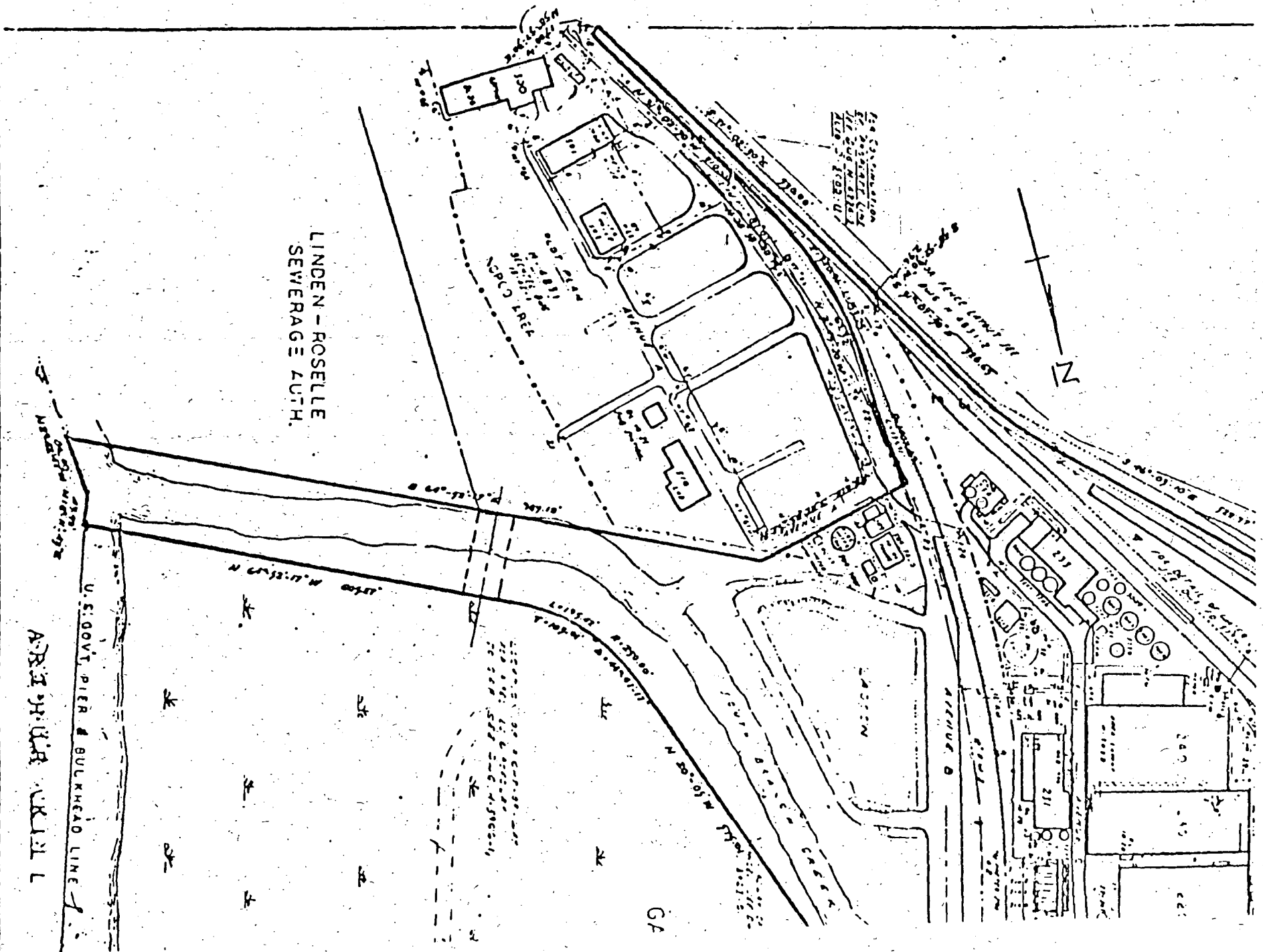
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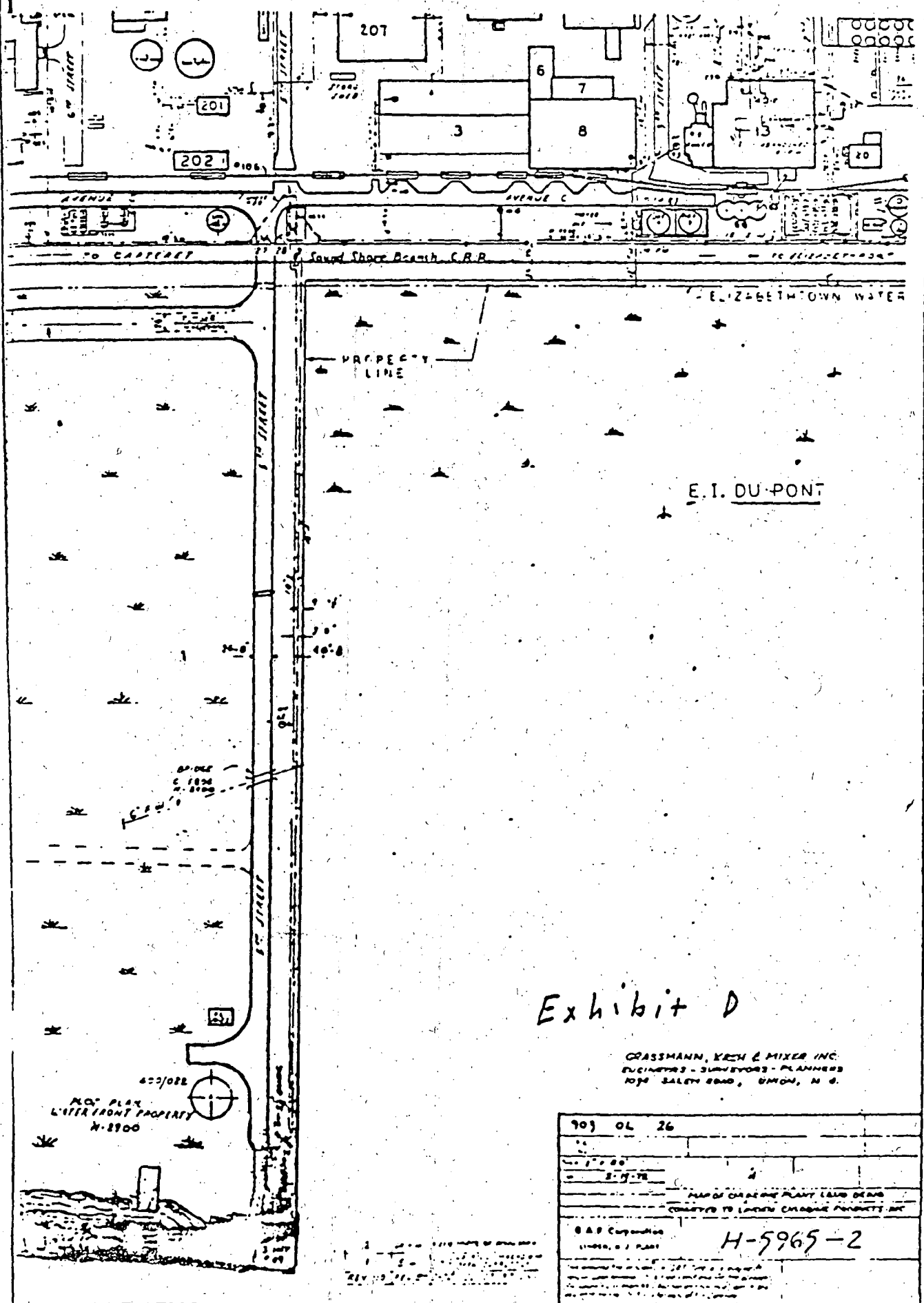


Exhibit D

GRASSMANN, KERN & MIXER INC.
ENGINEERS - SURVEYORS - PLANNERS
1034 SALEM ROAD, UNION, N. C.

2954PC 322
END OF DOCUMENT

8/14/72

Exhibit 8-9

39378

AGREEMENT FOR DISCHARGE INTO FLUME AND OUTFALL DITCH

AGREEMENT made this 24th day of August, 1972.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration, LCP grants to GAF, the
right to use a flume and outfall ditch located on LCP's property,
in the City of Linden, Union County, New Jersey, as indicated on
Exhibit D attached hereto, for the purpose of disposal of its waste-
water effluent into the Arthur Kill.

The parties both understand that their respective wastewater
effluents may both be discharged through the foregoing flume and
outfall ditch, sometime referred to as South Branch Creek, into
the Arthur Kill. Accordingly, each party shall be responsible for

COUNTY OF UNION
CONSIDERATION <u>None</u>
REALTY TRANSFER FEE <u>25</u>
DATE <u>8-25-72</u> BY <u>[Signature]</u>

EX-2954PC 340

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EX-2954PC 340
JAMES J. HUNTER
REGISTER

the type and characteristics of wastewater effluent, if any, so discharged by it, for obtaining the necessary permits to discharge into the Arthur Kill and for compliance with all applicable rules, regulations and orders for pollution control of any governmental authority, local, state or federal, having jurisdiction thereof.

LCP shall be responsible for the proper maintenance of the flume and outfall ditch. GAF agrees to reimburse LCP for seventy-five percent (75%) of said maintenance costs. Invoices for GAF's share of such maintenance costs shall be submitted at the end of each calendar quarter. Terms of payment shall be net thirty (30) days. LCP upon request of GAF agrees to permit an independent auditing firm acceptable to LCP, during usual business hours, to examine LCP's records pertaining to the costs for maintenance of said ditch.

GAF, at its option, may at any time discontinue the use of the flume and outfall ditch.

If LCP, at its expense, elects to fill all or part of said outfall ditch, LCP may, at its option, on one (1) years prior notice, terminate GAF's right to discharge wastewater effluent into said outfall ditch subject, however, to GAF obtaining necessary governmental and other approvals to construct at another location on its land

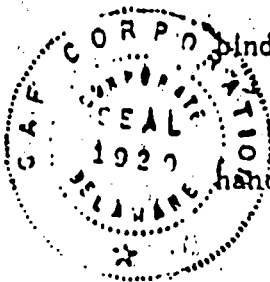
BK2954PC 341

another outfall ditch for the purpose of discharging wastewater effluent from the operation of its facilities. GAF shall have a similar right to elect to fill, at its expense, part or all of the said outfall ditch in which event GAF may in one (1) year notice require LCP to make arrangements for discharge of its wastewater effluent by pipeline or means other than discharge into the outfall ditch subject, however, to LCP obtaining necessary governmental or other approvals of such discharge by pipeline or other means. When GAF ceases discharging wastewater effluent into said outfall ditch its obligation to contribute to the maintenance thereof shall terminate.

If at any time either GAF or LCP is the only party using the outfall ditch such party shall bear one hundred (100%) percent of the cost of maintaining said ditch.

This Agreement shall inure to the benefit of and shall be binding upon GAF and LCP, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



GAF CORPORATION

ATTEST:

By

[Signature]
Secretary

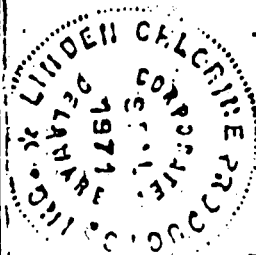
LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

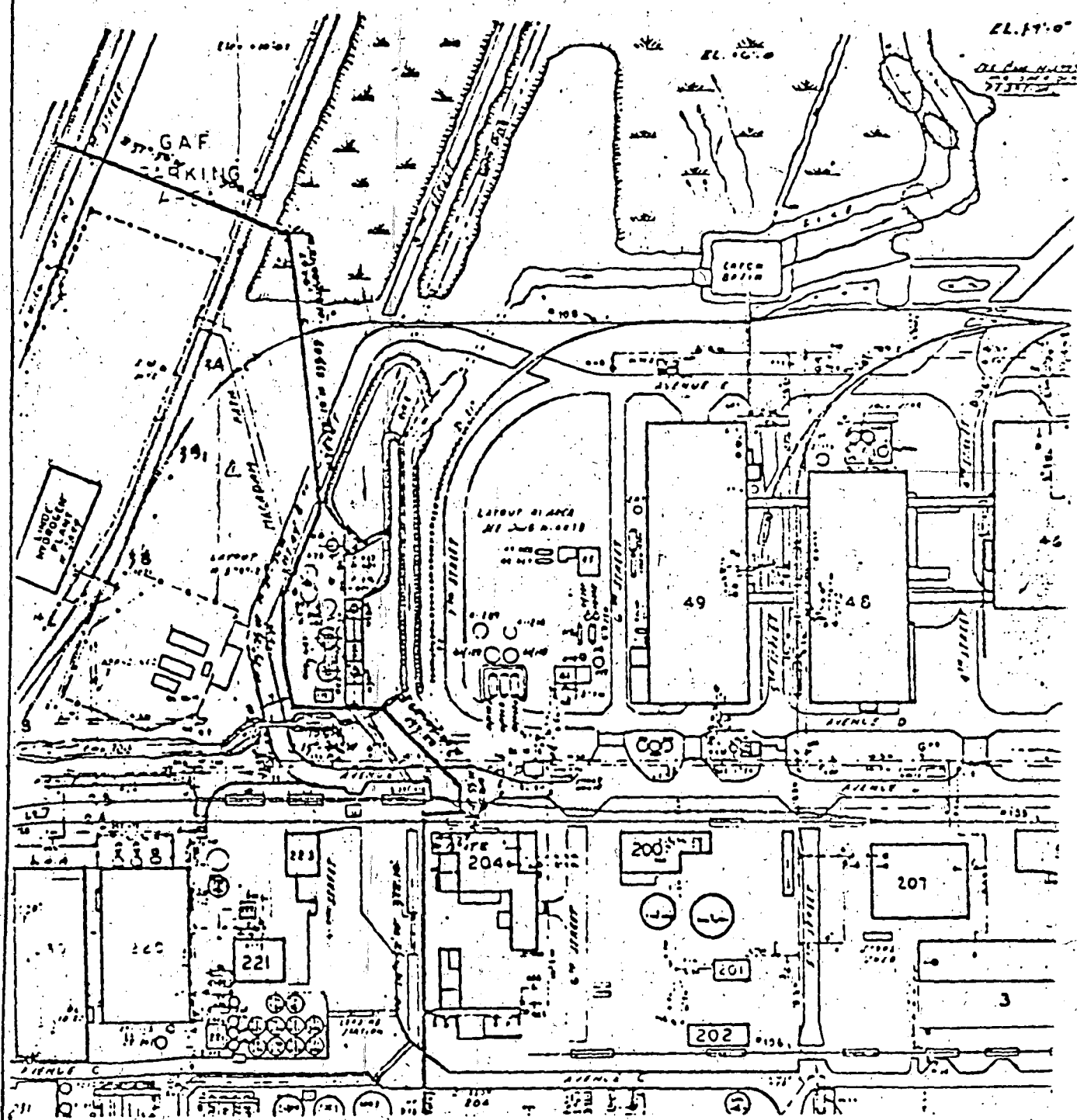
By

WC Calvert, Jr.
Assistant Secretary

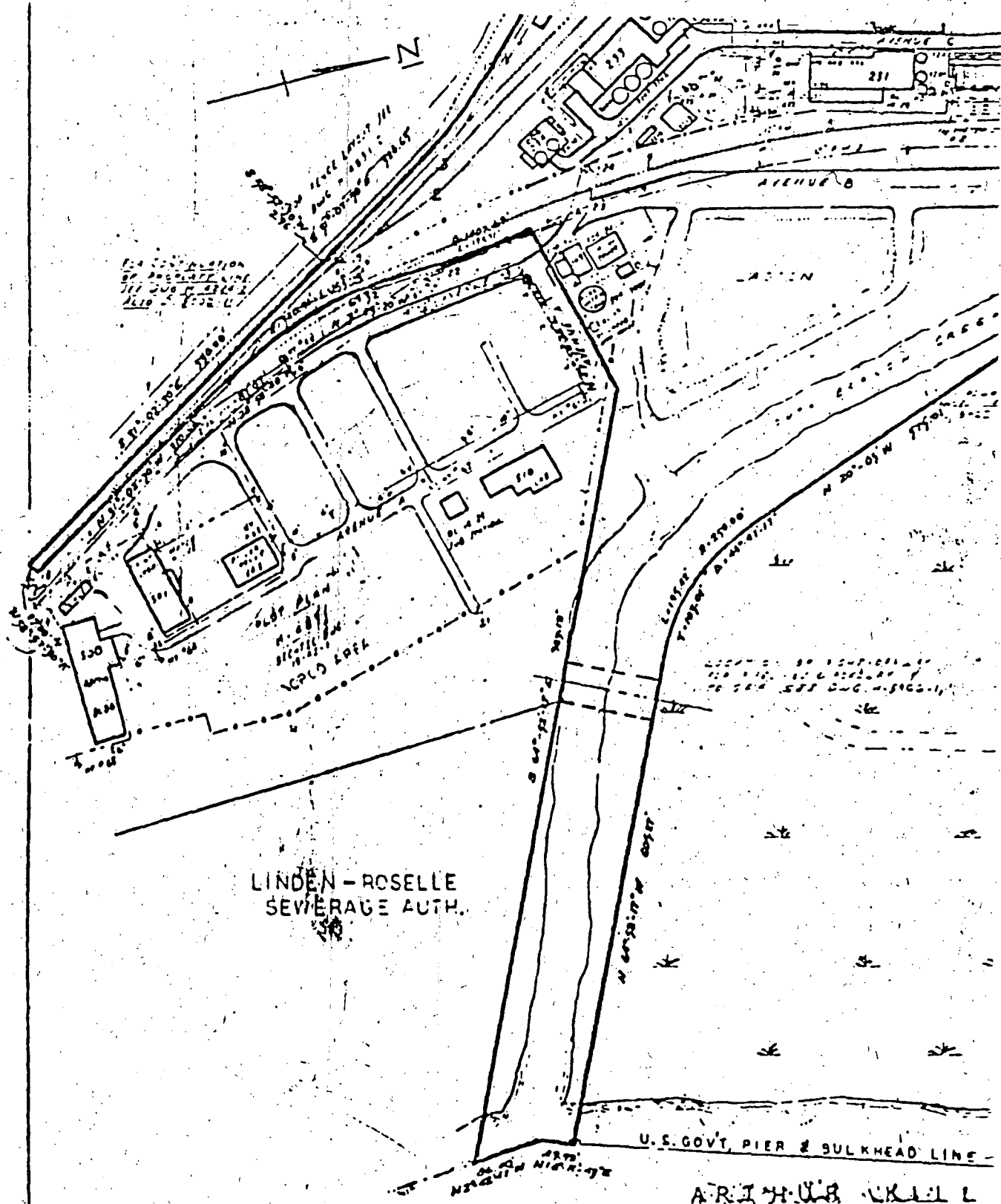
[Signature]
President

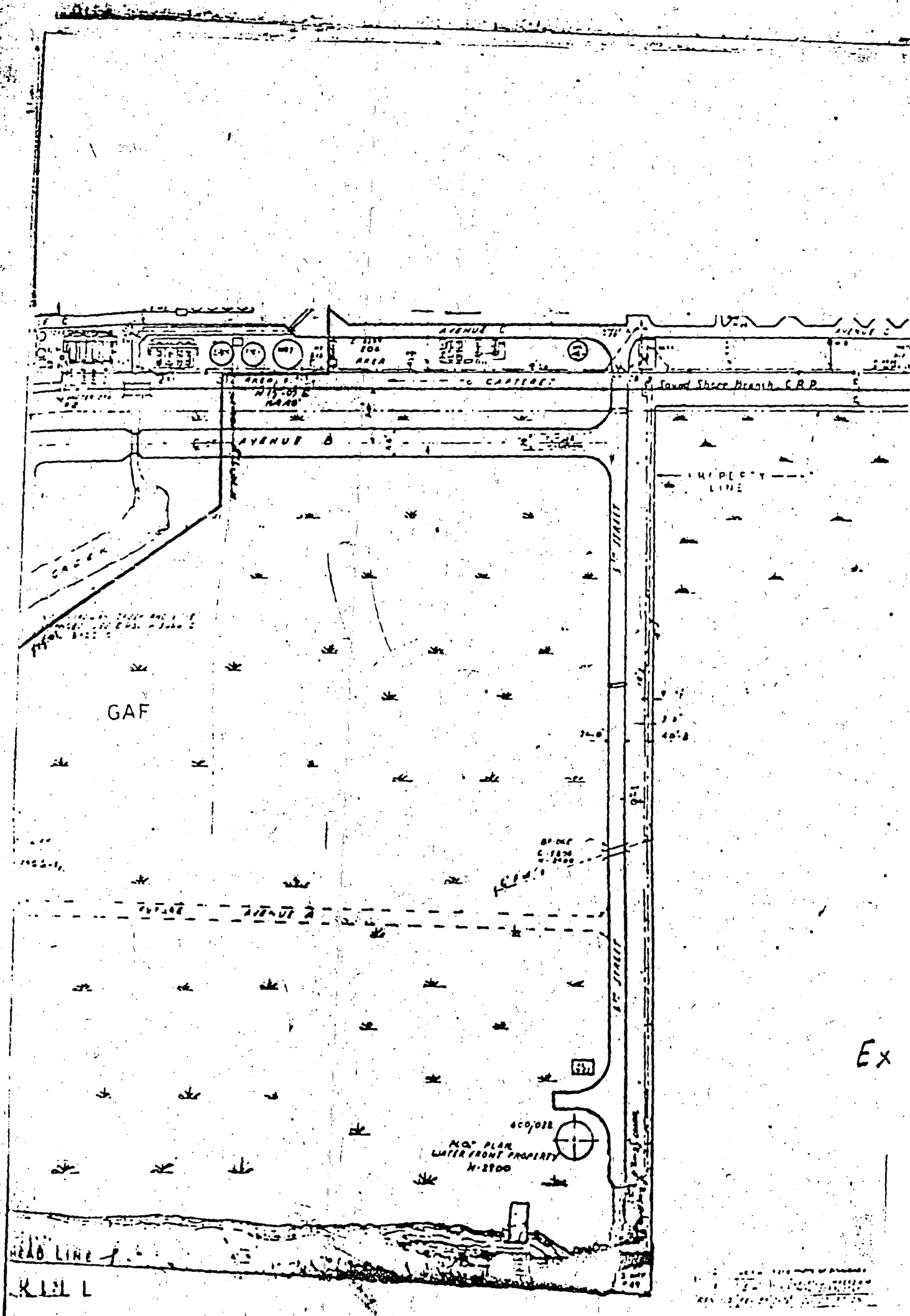


312954PC 345

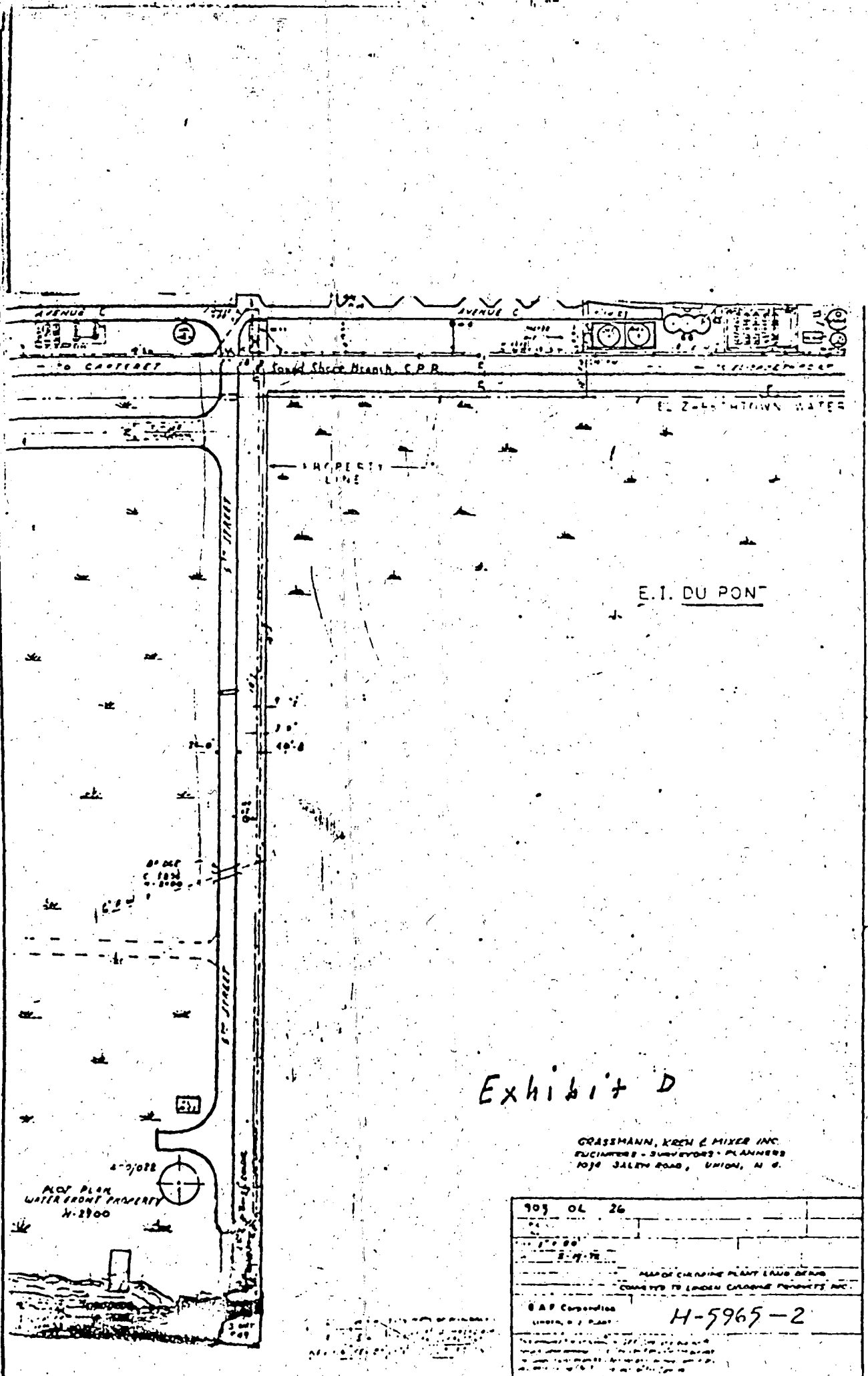


29547 346





Ex



8/14/72

EXHIBIT "E-4"

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey (herein called "LCP");

W I T N E S S E T H:

WHEREAS, GAF as of even date herewith has conveyed to LCP a parcel of land situated in the City of Linden, Union County, New Jersey, on which is located an electrical substation through which Public Service Gas & Electric Company of New Jersey (Public Service) supplies electric power for operation of the facilities situated on the land conveyed to LCP as well as for operation of the facilities situated on land being retained by GAF adjacent to LCP's land; GAF desires to receive a supply of electric power through said substation and LCP is agreeable to have GAF receive electric power through said substation.

RL

NOW, THEREFORE, the parties agree as follows:

1. LCP does agree to sell and convey to GAF the 10,000 KVA transformer and associated equipment, including wiring, circuit breakers, switch gears and bus bar network associated with said transformer (herein collectively called "Equipment") at a price of \$35,000 payable on delivery of a Bill of Sale conveying such Equipment to GAF.

2. LCP hereby grants to GAF the right, at its expense, to rearrange the said Equipment as hereinafter set forth in order to provide for a separate supply of electrical power to GAF for operation of its facilities. The said rearrangement of Equipment shall consist of the realignment of circuit breakers and the bus bar network and wiring so that GAF's electric power use shall be separated from LCP's electric power use and GAF's supply of electric power shall be transmitted solely through the said 10,000 KVA transformer and associated equipment. Thereafter GAF's electric power shall be metered separately and charged to GAF directly by Public Service. The said rearrangement shall be accomplished approximately as indicated on the drawings and sketches attached hereto as Exhibits 1 (Sketch not numbered); 2 (No. H-5000 Study #1); 3 (No. H-5783 A); 4 (No. H-5130 Study #1); and 5 (No. SK-50572-1).

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1953

GAF agrees to have the work required to accomplish said rearrangement performed at times and in accordance with a mutually agreed upon schedule so as not to unreasonably interfere with the furnishing of electric power to LCP.

GAF, at its expense, shall be responsible for insuring said Equipment after it acquires same against damage from any cause. LCP agrees to maintain and keep said substation in good repair and working order and to make all normal repairs thereto. GAF agrees to reimburse LCP for the cost of maintenance of the Equipment on presentation of detailed invoices. GAF shall have the right to inspect the Equipment from time to time upon reasonable notice to LCP. At least once a year during the normal shutdown period of GAF's facilities GAF, at its expense, shall have the right to perform any such maintenance work which may be required or appropriate. In addition, GAF shall have the right to enter upon the premises at other times if it becomes necessary for the purpose of making emergency repairs to said Equipment, said emergency repairs to be made at GAF's expense.

If at any time GAF should make other arrangements for its electric power needs and discontinues use of said Equipment it may remove same from the substation or offer same for sale to LCP at a mutually agreeable price.

3. GAF agrees to purchase and deliver to LCP, at no charge, one twenty ampere Pringle D.C. switch for the so-called 230 Building. This is on order pursuant to GAF Purchase Order #39973.

4. This Agreement is subject to approval of Public Service.

5. This Agreement constitutes the entire contract between the parties as to the subject matter hereof and no amendments or modifications thereof shall be effective unless in a writing signed by the party claimed to be bound thereby.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

GAF CORPORATION

ATTEST:

By

Thomas A. Bent
Vice President

1 B. F. F. F.
Secretary

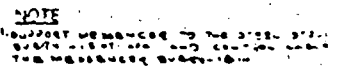
LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By

C. G. H. H.
President

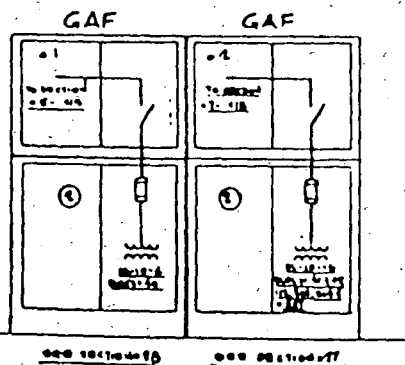
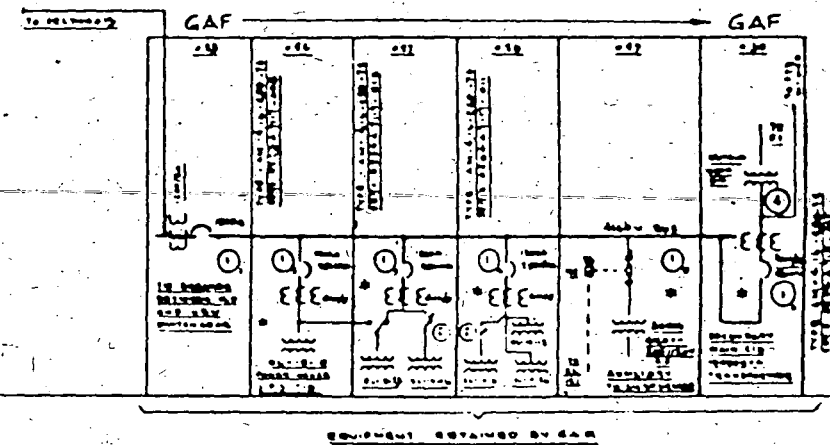
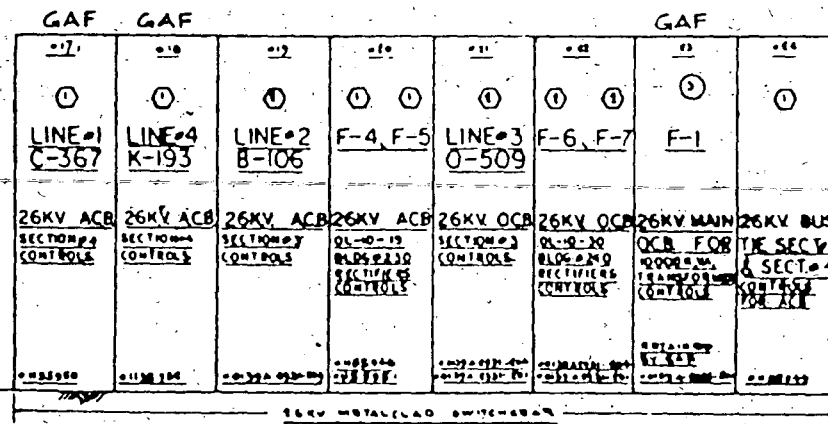
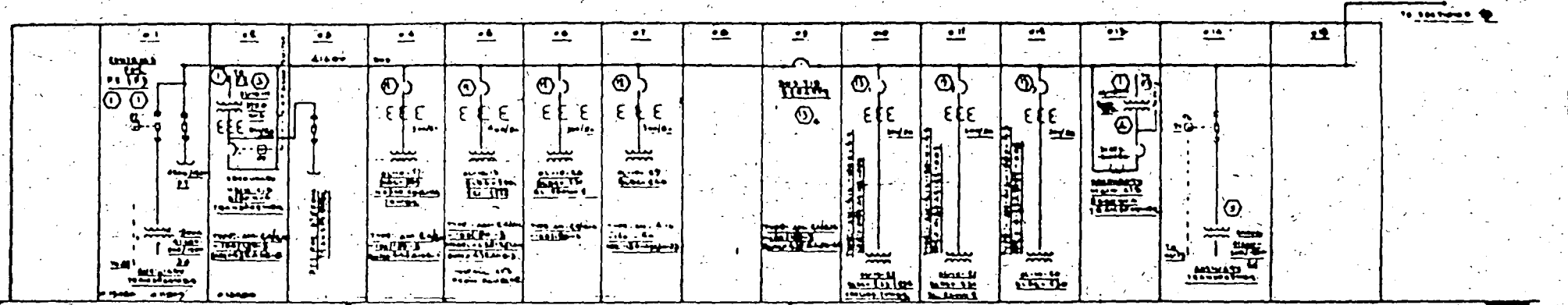
W. C. C. C.
Assistant Secretary

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H5001

2013-100-ED-

Corporation of the State of New Jersey



SWITCHGEAR SHOWN AFTER
RECONNECTION OF FEEDERS

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

H-5783A-

6/14/72

Exhibit E-8

39376

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care of
Shanley & Fisher, 570 Broad Street, Newark,
New Jersey (herein called "LCP");

RECORDED
INDEXED
AUG 25 9 34 AM '72
BOOK 2954 PAGE 323
JAMES J. HANCOCK
RECORDER

W I T N E S S E T H:

In consideration of the payment of One Dollar (\$1.00) and
other good and valuable consideration and of the covenants of the
parties herein contained, LCP grants unto GAF, its successors and
assigns, rights of way to reconstruct, operate, use and maintain,
repair and remove existing poles and power lines for the trans-
mission of electric power over and across lands of LCP situated in
the City of Linden, County of Union, New Jersey, as delineated on
the Exhibit (Drawing No. H-2933-1) attached hereto and forming
part hereof.

The said rights of way are granted subject to grants, con-
veyances, easements and rights of way heretofore made to others.

COUNTY OF UNION	
CONSIDERATION	<u>None</u>
REALTY TRANSFER FEE	<u>Ekong</u>
DATE	<u>8-25-72 BY</u>

BK2954P 323

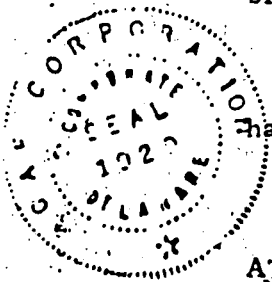
GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the construction and operation of said poles and power lines by GAF.

LCP reserves the right to use the lands over which the said power lines cross provided that such use does not unreasonably interfere with the use by GAF of the rights herein granted.

GAF and LCP agree each with the other to grant additional rights of way for poles and power lines over their respective properties situated in the City of Linden, Union County, New Jersey, if such rights of way should become reasonably necessary in order for either party to obtain electric power from Public Service Company of New Jersey or another utility company furnishing such services and provided same does not unreasonably interfere with the use of each party's respective lands.

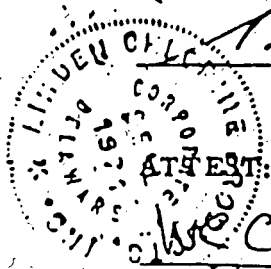
This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



ATTEST:

ABX
Secretary



ATTEST:

Calvert H
Assistant Secretary

GAF CORPORATION

By

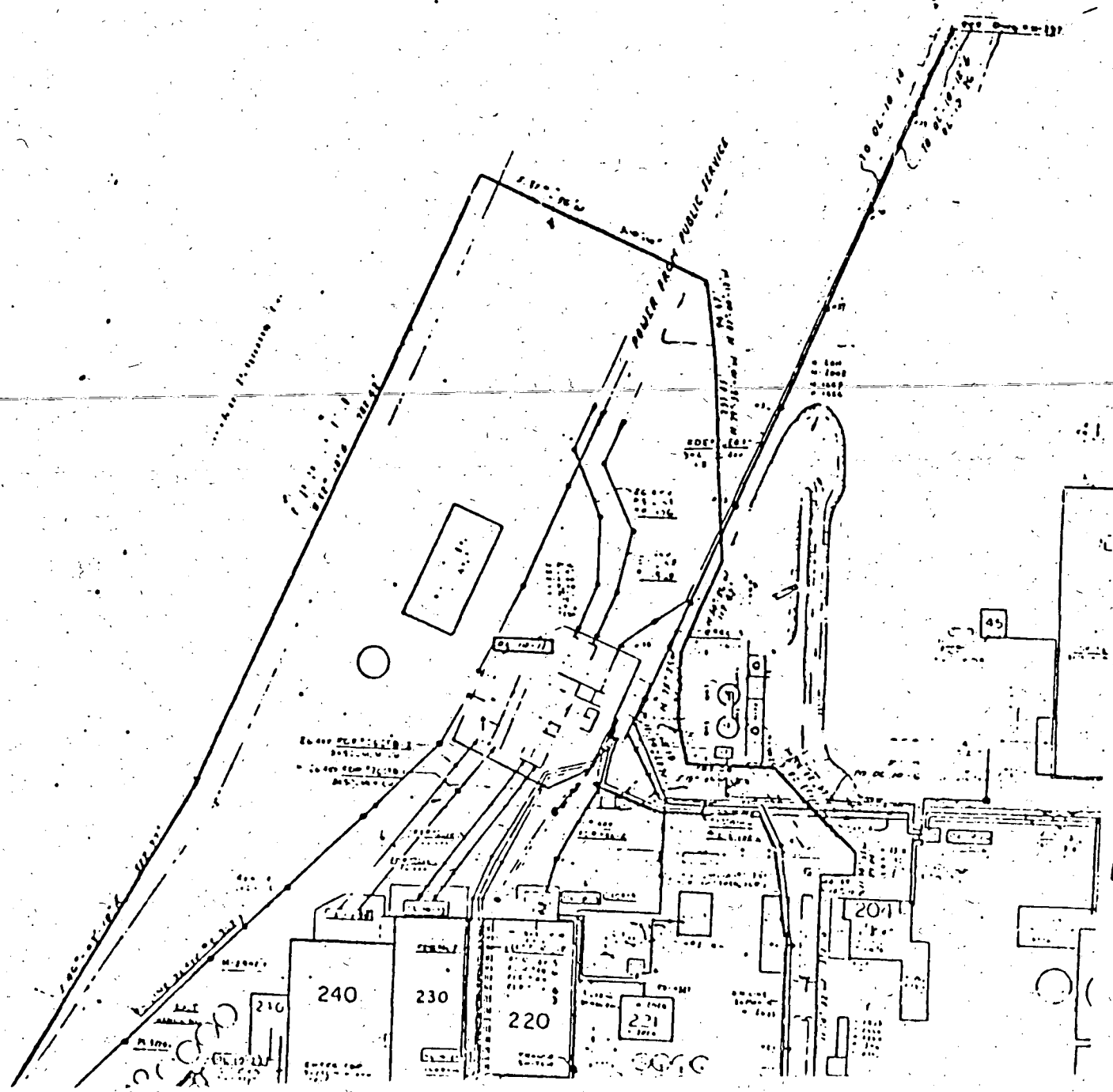
Morris A. Bent
Vice President

LINDEN CHLORINE PRODUCTS, INC.

By

CA House
President BI2954PC 324

NY 29540 327



This is a hand-drawn site plan of a military installation, likely a garrison. The plan features several numbered buildings and various annotations.

Buildings and Structures:

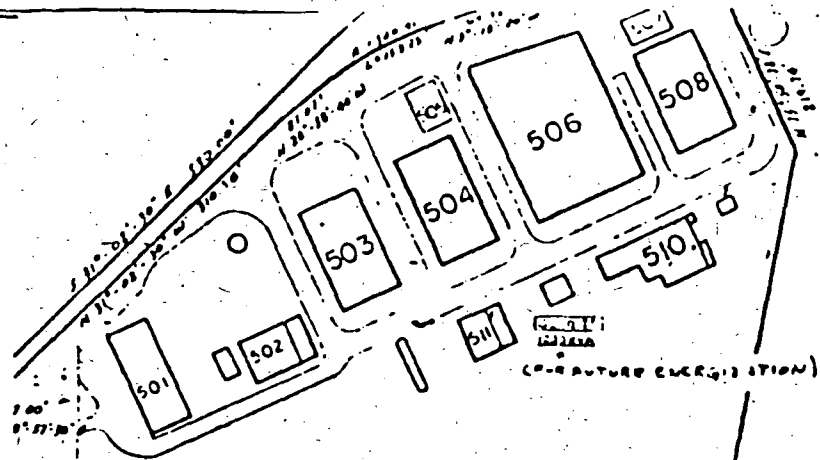
- Top Right:** A cluster of buildings including 240, 230, 220, and 231. Building 220 is a large, rectangular structure with internal divisions. Building 231 is a smaller structure below 220.
- Bottom Left:** A cluster of buildings including 501, 502, 503, 504, 506, 507, 508, and 510. Building 506 is a large, rectangular structure.
- Center:** A building labeled 231 is located between the top right and bottom left clusters.
- Other Buildings:** Buildings 229, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 100

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H-2933-1

H-2933

MAP - POWER DISTRIBUTION
LINEN 2017



29540 330
END OF DOCUMENT

H-2933-1

H-2933

RAY - POWER DISTRIBUTION
LINEN PLANT

U.S. GOV'T. PIER & BULKHEAD LINE

Arthur Hill

Re. Exhibit E-10

447

ASSIGNMENT AGREEMENT

RECORDED
JUN 18 10 59 AM '74
BOOK 2995 PAGE 298
HUGH CALDWELL
REGISTER

For good and valuable consideration GAF CORPORATION
(GAF) does hereby assign, grant and transfer to NORTHVILLE
LINDEN TERMINAL CORP. (NORTHVILLE), all of its right,
title and interest in and to an agreement, dated August 24, 1972,
between GAF Corporation and Linden Chlorine Products, Inc.
(LCP), relating to a right of way and easement approximately
120 feet in length and 50 feet in width, for the purposes therein
set forth, through land located in the City of Linden, Union County,
New Jersey, which was conveyed by GAF to LCP by Deed dated
August 24, 1972. The agreement being assigned herein was
recorded on August 25, 1972 in the Office of the Register of
Union County, New Jersey, in Book 2954 of Deeds at Page ³³¹311.

NORTHVILLE accepts this Assignment subject to the
provisions, terms and conditions set forth in said agreement of
August 24, 1972 and agrees to be bound by all of the provisions,
terms and conditions thereof.

BN2995PG 298

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of January, 1974.

GAF CORPORATION

ATTEST:

Greenpace
Assistant Secretary

By J. P. Zimmerman
Executive Vice President

NORTHVILLE LINDEN TERMINAL CORP.

ATTEST:

Harold Epstein
Asst. Secy.

By [Signature]
VICE-PRESIDENT

PREPARED BY:
EDWARD S. MENAPACE

BK-2995PG 299

12488

ASSIGNMENT AGREEMENT

RECEIVED & RECORDED
UNION COUNTY, N.J.
MAY 22 3 34 PM '75
BOOK 2954 PAGE 974
REC-212

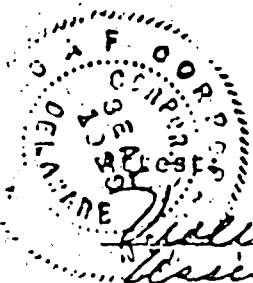
For good and valuable consideration GAF CORPORATION
(GAF) does hereby assign, grant and transfer to NORTHVILLE
LINDEN TERMINAL CORP. (NORTHVILLE), all of its right, title
and interest in and to an agreement, dated August 24, 1972,
between GAF Corporation and Linden Chlorine Products, Inc.
(LCP), relating to a right of way and easement approximately
120 feet in length and 50 feet in width, for the purposes therein
set forth, through land located in the City of Linden, Union County,
New Jersey, which was conveyed by GAF to LCP by Deed dated
August 24, 1972. The agreement being assigned herein was
recorded on August 25, 1972 in the Office of the Register of
Union County, New Jersey, in Book 2954 of Deeds at page 331.

NORTHVILLE accepts this Assignment subject to the
provisions, terms and conditions set forth in said agreement of
August 24, 1972 and agrees to be bound by all of the provisions,
terms and conditions thereof.

This Assignment Agreement is a correction of an Assign-
ment Agreement heretofore executed by the parties hereto the 17th day of
January, 1974 wherein the agreement being assigned was incorrectly
referred to as being recorded in the Office of the Register of Union
County, New Jersey, in Book 2954 of Deeds; at page 311. 3034 974

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 31st day of December, 1974.



Violet R. Roncace
Assistant Secretary
VIOLET R. RONCACE

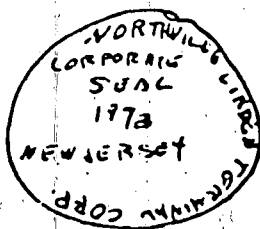
Attest
Elliott Turner
Assistant Secretary
ELLIOTT TURNER

CAF CORPORATION

By James T. Sherwin
Executive Vice President
JAMES T. SHERWIN

NORTHVILLE LINDEN TERMINAL CORP.

By Harold P. Bernstein
President
HAROLD P. BERNSTEIN



303476 975

6/14/72

39377

Exhibit E-10

AGREEMENT made this 24th day of August, 1972,

between

GAF CORPORATION, a Delaware Corporation,
having an office at 140 West 51st Street, New York,
New York 10020 (herein called "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a Delaware
corporation, having an office care of Shanley &
Fisher, 570 Broad Street, Newark, New Jersey,
(herein called "LCP");

W I T N E S S E T H:

In consideration of the payment of One (\$1.00) Dollar and
other good and valuable consideration and of the covenants of GAF
herein contained, LCP grants unto GAF, its successors and assigns,
its and their patrons and invitees, a right of way and easement for
the purposes hereinafter set forth over, across and through a strip
of land approximately 120 feet in length and 50 feet in width located
in the City of Linden, Union County, New Jersey, being conveyed
by GAF to LCP by deed dated as of even date herewith, the center
line of which is designated on the survey map by Grassmann, Kreh
and Mixer, dated February 15, 1972, Numbered H-5966-3, latest
revision dated June 14, 1972, attached hereto as Exhibit C.

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DO SEE
NOTARY PUBLIC
JUL 25 1972

COUNTY OF UNION	
CONSIDERATION	None
REALTY TRANSFER FEE	Amount
DATE 8-25-72	BY [Signature]

EX-2954PC, 331

LCP grants to GAF, its successors and assigns, the right to construct, operate, use and maintain, repair and remove; (i) a roadway over said strip of land for ingress and egress to and from lands lying on either side of the said strip of land by vehicle and on foot, and (ii) pipelines, poles, power lines of any kind, and bridges and passage ways of any kind over, upon, across and under the said right of way and easement herein granted and to grant rights of way and easements to others for any such purposes over, upon, across and under the lands within the boundaries of said right of way and easement provided same do not unreasonably interfere with the outfall ditch now located therein and LCP's use of the said lands for pipelines, poles, power lines of any kind or a roadway.

The aforesaid right of way and easement is granted subject to grants, conveyances, easements and rights of way heretofore made to others.

GAF hereby covenants and agrees to indemnify and hold harmless LCP against any and all claims for damages arising out of or attributable to the use of the lands within the boundaries of said right of way and easement by GAF, its successors and assigns, its or their officers, agents, employees, tenants, patrons and invitees.

BY 2954PC 332

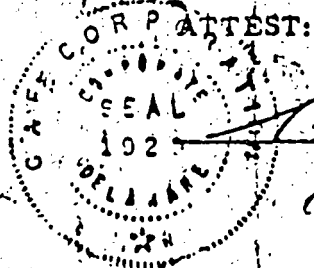
This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of GAF and LCP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

By

James A. Scott
Vice President



W. B. Brown
Secretary

LINDEN CHLORINE PRODUCTS, INC.

By

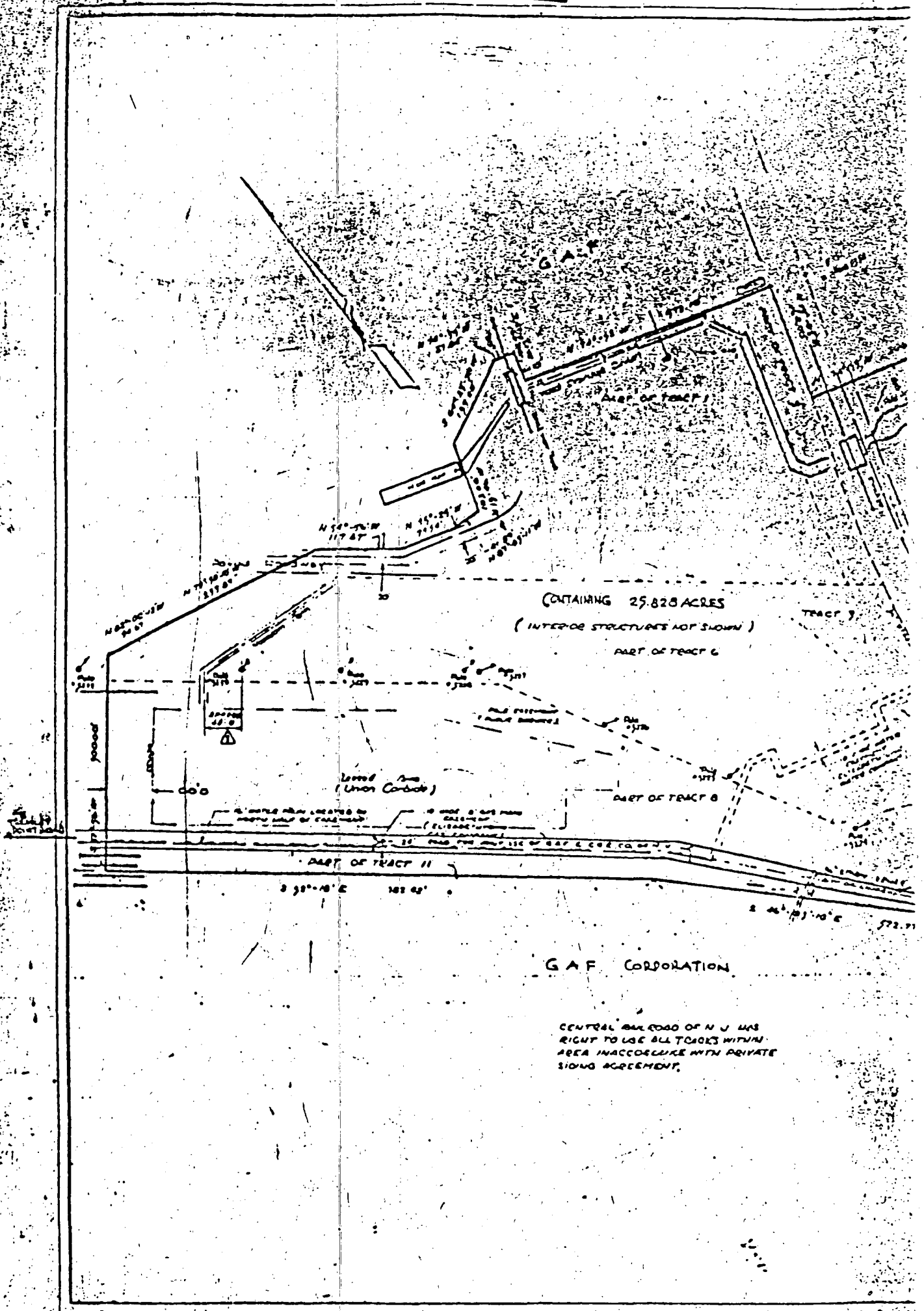
A. Hausen
President

ATTEST:

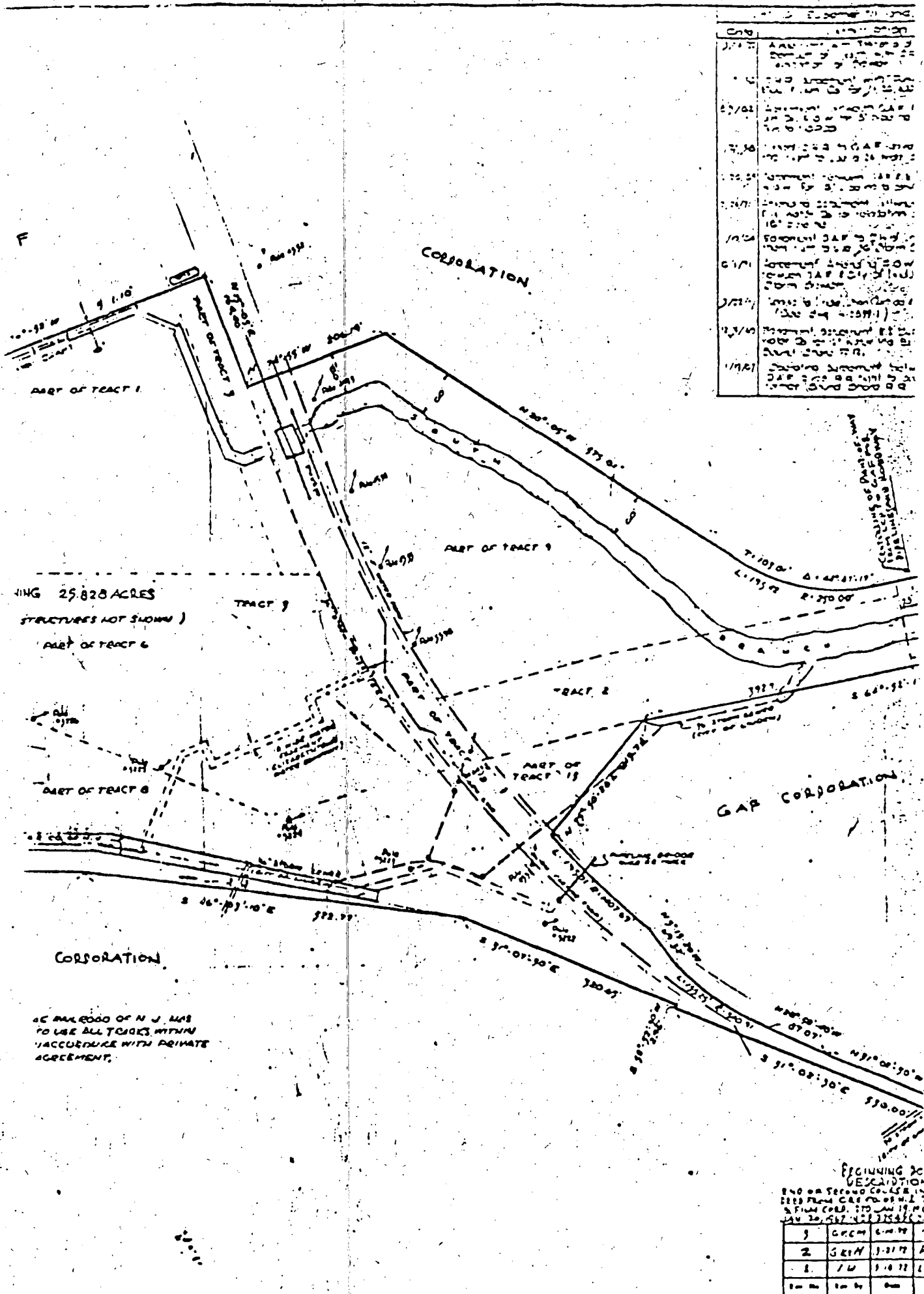
W. C. Calvert Jr.
Assistant Secretary



BK2954PC 333



29540 336



McCARTER & ENGLISH
Four Gateway Center
100 Mulberry Street
P.O. Box 652
Newark, New Jersey 07101-0652
(201) 622-4444
Attorneys for Plaintiff
GAF CORPORATION

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DEPUTY CLERK

GAF CORPORATION,

Plaintiff,

v.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: SOMERSET COUNTY

HARTFORD ACCIDENT & INDEMNITY :
COMPANY, INSURANCE COMPANY :
OF NORTH AMERICA, INDEMNITY :
INSURANCE COMPANY OF :
NORTH AMERICA, SUN INSURANCE :
OFFICE OF AMERICA, COMMERCIAL :
UNION INSURANCE COMPANY :
OF NEW YORK, NORTHBROOK :
INSURANCE COMPANY, CERTAIN :
UNDERWRITERS AT LLOYD'S, :
LONDON AND LONDON MARKET :
COMPANIES; NATIONAL :
UNION FIRE INSURANCE COMPANY :
OF PITTSBURGH, CONTINENTAL :
CASUALTY COMPANY, AETNA :
CASUALTY AND PROPERTY :
COMPANY, and THE NORTH RIVER :
INSURANCE COMPANY, :

Defendants.

DOCKET NO. L-980-97

CIVIL ACTION

AMENDED COMPLAINT

Plaintiff GAF Corporation, including its predecessors, successors, subsidiaries and
other related corporate entities (hereinafter referred to as "GAF"), by way of Amended
Complaint against defendants, states as follows:

NATURE OF ACTION AND RELIEF SOUGHT

1. This is a civil action for damages, for declaratory judgment, for compensatory relief, for consequential damages and for punitive damages resulting from defendants' breaches of their contractual obligations to defend and indemnify GAF against liabilities for various claims and losses covered by and arising from policies of insurance sold by defendants. GAF brings this action because it finds itself in the all too familiar position of many insureds -- having paid its premiums and otherwise complied with all of its obligations under the insurance policies sold by defendants, the insurer defendants have refused to fulfill their part of the bargain. Without just cause or excuse, they have refused to indemnify or defend GAF against numerous environmental claims asserted against GAF by both private parties and governmental entities here in New Jersey and elsewhere around the country.

JURISDICTION AND VENUE

2. The Court has jurisdiction over this action because each named defendant was authorized to do business in the State of New Jersey within the time period relevant to the causes of action stated herein and/or has transacted business within New Jersey by, inter alia, doing a series of acts in New Jersey for the purpose of realizing pecuniary benefits; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

3. Venue is proper within this county because each named defendant insurer conducts business within this county.

IDENTITY OF PARTIES

4. Plaintiff GAF is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey, and is qualified to do business in New Jersey. From its inception to the present date, GAF manufactured, inter alia, various chemical products at locations in New Jersey and elsewhere in the United States. In or about May 1967, GAF acquired by merger The Ruberoid Co. Inc., which company was a leading national manufacturer of building materials.

5. Defendant, Hartford Accident and Indemnity Company ("Hartford") is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Hartford is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

6. Defendant, Insurance Company of North America ("INA") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. INA is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

7. Defendant, Indemnity Insurance Company of North America ("IINA") is a New York corporation with its principal place of business in Philadelphia, Pennsylvania. Upon information and belief, INA is the successor to, and has assumed the liabilities and obligations of IINA. IINA is now, and was at all times relevant to the Complaint, licensed

or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

8. Defendant, Sun Insurance Office of America ("Sun") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Sun is the successor to, and has assumed the liabilities and obligations of, Sun Indemnity Company of New York. Sun is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

9. Defendant, Commercial Union Insurance Company of New York ("Commercial Union") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Commercial Union is the successor to, and has assumed the liabilities and obligations of, Employers Liability Assurance Corp. and Employers Surplus Lines Insurance Company. Commercial Union is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

10. Defendant, Northbrook Insurance Company ("Northbrook") is an Illinois corporation with its principal place of business in South Barrington, Illinois. Northbrook is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

11. Defendants, Underwriters at Lloyd's, London and London Market Companies are syndicates, corporations or other business entities existing under the laws of some sovereign

power or are individual underwriters at Lloyd's, London that have subscribed to one or more insurance policies sold to GAF. The subscribing companies include Andrew Weir Ins. Co. Ltd.; River Thames Ins. Co. Ltd.; Hull Underwriters Ins. Co. Ltd.; Orion Ins. Co. Ltd. ("T" Account); Swiss National Ins. Co.; Bishopsgate Ins. Co. Ltd.; City General Ins. Co.; Home & Overseas Ins. Co. Ltd.; St. Helens Ins. Co. Ltd.; World Auxiliary Ins. Co.; English & American Ins. Co. Ltd.; British Aviation Ins. Co. Ltd.; British National Life Ins. Soc. Ltd.; Excess Ins. Co. Ltd.; United Standard Ins. Co.; Dominion Ins. Co.; London & Edinburgh Ins. Co.; Anglo-Saxon Ins. Assn.; British Merchants Ins. Co.; Alba Gen. Ins. Co. Ltd.; Anglo-French Ins. Co. Ltd.; World Marine & General Ins. Co. Ltd.; Royal, Scottish Ins. Co. Ltd.; Orion Ins. Co. Ltd.; Trent Ins. Co. Ltd.; City General Ins. Co. Ltd.; Sphere Ins. Co. Ltd.; Drake Ins. Co. Ltd.; Sovereign Marine & General Ins. Co.; Baloise Fire Ins. Co.; Fidelidade Ins. Co. of Lisbon; National Casualty Co. of America, Ltd.; Aggrippina Versicherungs A.G.; London & Overseas Ins. Co. Ltd.; Minster Ins. Co. Ltd.; Stronghold Ins. Co. Ltd.; Swiss Union Gen. Ins. Co. Ltd.; British National Ins. Co.; Union America Co. Ltd.; St. Katherine Co., Ltd.; Folksam International Co., Ltd.; Yasuda Fire & Marine Co., Ltd.; Winterthur Swiss Ins. Co.; Compagnie Europeenne d'Assurances Industrielles S.A.; Turegum Insurance Co; Great Atlantic Insurance Co; and Assicurazioni Generali S.p.A. Upon information and belief, each has consented to the jurisdiction of this court and has designated Mendes and Mount, and others, as its agents for purposes of receiving service of process issued by this Court. The defendants described in this paragraph are hereinafter referred to collectively as "Lloyd's." Lloyd's is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New

Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

12. Defendant, National Union Fire Insurance Company of Pittsburgh ("National Union") is a New York Corporation with its principal place of business in New York, New York. National Union is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

13. Defendant, Continental Casualty Company ("Continental Casualty") is an Illinois Corporation with its principal place of business in Chicago, Illinois. Continental Casualty is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

14. Defendant, Aetna Casualty and Property Company ("Aetna") is a Connecticut Corporation with its principal place of business based in Hartford, Connecticut. Aetna is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

15. Defendant, The North River Insurance Company ("North River") is a New Jersey Corporation with its principal place of business based in Parsippany, New Jersey. North River is now, and was at all times relevant to the Complaint, licensed or authorized by various states, including New Jersey, to issue insurance policies, including comprehensive general liability insurance policies.

16. The above identified and described insuring companies and organizations are collectively referred to as the "Insurer Defendants."

17. Hartford, INA, IINA, Commercial Union and Sun are collectively referred to as the "Primary Insurance Defendants".

18. GAF is actively defending claims for various forms of relief on account of actual or threatened property damage and/or personal injury that have been made by the State of New Jersey, Department of Environmental Protection; the United States; and/or private parties concerning wastes allegedly generated by GAF and which came to rest at sites in New Jersey as described in Exhibit "A," attached hereto. GAF also is actively defending similar claims in other jurisdictions brought against GAF, including claims in the following states: California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas and West Virginia, which are also the subject of this litigation. These claims are also described in Exhibit "A". (The above described and referenced insurance claims are hereinafter referred to as the "Underlying Claims".)

GENERAL ALLEGATIONS

THE POLICIES

19. Insurer Defendants collectively sold to GAF policies of insurance, both primary and excess coverage, during the period from 1942 through 1984, which policies of insurance are more fully identified in Exhibit "B" attached hereto (the "Insurance Policies").

20. GAF paid all required premiums with respect to the Insurance Policies and each such policy was in full force and effect at all pertinent times.

21. All pertinent conditions to coverage have been satisfied or waived.

22. GAF has investigated and analyzed the exposure and potential exposures associated with the Underlying Claims and has brought this action against its insurance carriers whose coverage will, upon information and belief, be necessary in order to satisfy any liabilities GAF may have arising from the subject claims.

THE CONTROVERSY

THE UNDERLYING ENVIRONMENTAL CLAIMS AGAINST GAF --

23. Third parties, including private parties and state and federal governmental agencies, have asserted claims against GAF for environmental harms at sites in New Jersey listed on Exhibit "A" and at sites in other states also listed on Exhibit "A".

24. GAF has incurred, and will potentially incur, substantial expenses and liabilities in the defense and resolution of each of these claims.

THE INSURANCE CONTROVERSY

25. Pursuant to the terms of the Insurance Policies, GAF provided the Insurer Defendants with timely notice of the Underlying Claims and asked the Insurer Defendants to honor their obligations under the Insurance Policies to indemnify GAF with respect to the Underlying Claims and asked the Primary Insurance Defendants to honor their obligations under the Insurance Policies to defend GAF with respect to the Underlying Claims.

26. Pursuant to the terms of a Defense and Dispute Resolution Agreement entered into on or about December 18, 1986 between GAF, Hartford and INA (the "Defense Agreement"), Hartford and INA agreed to pay delineated defense costs in connection with the defense of certain environmental claims against GAF. Attached hereto as Exhibit "C" is the Defense Agreement. The claims accepted by Hartford and INA for defense and included in the Defense Agreement are set forth on Exhibit "D" (the "Included Claims"). The Defense Agreement did not encompass GAF's claims for indemnity for such environmental claims, nor did it encompass defense costs for environmental claims not specifically included in the Defense Agreement (which non-included claims are set forth on Exhibit "E" (the "Non-included Claims")).

27. The Insurer Defendants have failed or declined to honor their duty to indemnify with respect to the Underlying Claims and their duty to defend the Non-included Claims.

28. As a result of the Underlying Claims, GAF has incurred substantial expenses, and it may sustain additional substantial losses and liabilities, because of property damage and/or personal injury (as defined in the Insurance Policies).

29. GAF reasonably expected the Insurance Policies to provide coverage for losses, liabilities and expenses incurred as a result of the Underlying Claims, and reasonably relied upon the Insurance Policies to provide comprehensive protection against the Underlying Claims.

30. Hartford and INA also have failed and refused to comply with the Defense Agreement, as a result of which GAF has given notice to Hartford and INA of GAF's termination of the Defense Agreement upon the expiration of its current term on December

31, 1995. With respect to, and only with respect to, the claim for defense costs arising out of the Underlying Claims governed by the Defense Agreement, as set forth in Exhibit "D", accruing through the effective date of termination of the Defense Agreement, GAF shall pursue such claims through arbitration as provided for in the Defense Agreement, and, therefore, those claims are not included in this Complaint.

FIRST COUNT
(For Declaratory Relief - Duty to Indemnify)

31. Paragraphs 1 through 30 are repeated as if fully set forth herein.

32. Pursuant to the terms of the Insurance Policies, each of the Insurer Defendants is liable to indemnify GAF for all sums that GAF becomes obligated, through judgment, settlement or otherwise, to pay with respect to the Underlying Claims, and for such further liabilities as may arise from such judgment or settlement or other resolution of the Underlying Claims. Each insurer's contractual duty to indemnify GAF is subject only to the conditions and limitations set forth in the Insurance Policies.

33. None of the Insurer Defendants has accepted their obligation to Indemnify GAF for the Underlying Claims against GAF and GAF has reason to believe that none will accept such indemnity obligations.

34. An actual controversy of a justifiable nature, therefore, presently exists between GAF and each of the Insurer Defendants concerning the proper construction of the Insurance Policies and the rights and obligations of the parties thereto with respect to the Underlying Claims.

WHEREFORE, for its First Count, GAF requests that this Court enter a judgment declaring that:

- (1) Each of the Insurer Defendants, pursuant to the terms of its respective applicable Insurance Policies, is liable to pay on behalf of GAF all sums that GAF becomes legally obligated, through judgment, settlement or otherwise, to pay with respect to each Underlying Claim (the "Duty to Indemnify"), subject only to the limits of liability (if any) expressly and unambiguously stated in the applicable Insurance Policies; and
- (2) GAF further requests that such judgment award to GAF its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

SECOND COUNT
(For Damages for Breach of Duty to Indemnify)

35. Paragraphs 1 through 34 are repeated as if fully set forth herein.

36. GAF has incurred and continues to incur substantial expense in the resolution of the Underlying Claims.

37. Each of the Insurer Defendants has failed or declined to honor their Duty to Indemnify with respect to the Underlying Claims, and GAF has reason to believe that each of the defendants will continue to decline to do so.

38. By failing or declining to honor their Duty to Indemnify GAF with respect to the Underlying Claims, the Insurer Defendants are in breach of their respective Insurance Policies.

39. As a direct and proximate result of the Insurer Defendants' breaches of their respective Insurance Policies, GAF has been deprived of the benefits of its liability Insurance coverage. By depriving GAF of its insurance coverage, the Insurer Defendants have directly damaged GAF by forcing it to make expenditures in resolution of the Underlying Claims that should be borne by the Insurer Defendants.

40. Further, as a result of such breaches of contract, GAF has been forced to incur and will continue to incur additional, reasonably foreseeable, consequential damages, including, but not limited to, the cost of attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by the defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for its Second Count, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of the defendants' breaches of their contractual duty to indemnify GAF, plus interest according to law, in amounts to be established through proof at this trial; and
- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

THIRD COUNT
(For Declaratory Relief -- Duty to Defend of
The Primary Insurance
Defendants For Non-Included Claims)

41. Paragraphs 1 through 40 are repeated as if fully set forth herein.

42. Pursuant to the terms of the primary Insurance Policies issued by the Primary Insurance Defendants, each such insurer undertook to defend GAF against claims for losses arising from property damage and/or personal injury and to pay liabilities which GAF incurs with respect to such claims, including the above-described Non-included Claims.

43. Pursuant to the allegations asserted in the Non-included Claims, GAF could be held liable for property damage and/or personal injury occurring, in whole or in part, from the date of the inception of the Non-included Claims to the present. Thus, GAF could potentially be held liable for property damage and/or personal injury occurring in the policy period of each of the Insurance Policies in one or more claims made against GAF.

44. The Primary Insurance Defendants: (1) dispute GAF's contentions as set forth above; (2) contend that the Insurance Policies that each such carrier issued to GAF do not provide full defense coverage and protection for the Non-included Claims, as listed on Exhibit "E" attached hereto; and (3) contend that such Insurance Policies do not obligate each such carrier to defend GAF in such matters.

45. WHEREFORE, for its Third Count, GAF requests that this Court grant a judgment declaring that:

- (1) Pursuant to each Insurance Policy issued by the Primary Insurance Defendants, each such insurer shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred in defense of all Non-included Claims listed in Exhibit "E"; and

- (2) GAF further requests that such judgment award to GAF include its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

FOURTH COUNT

(For Declaratory Relief -- Duty to Defend of
All Primary Insurance Defendants For Included Claims
Listed in Exhibit D)

46. Paragraphs 1 through 45 are repeated as if fully set forth herein.

47. Pursuant to the terms of the Primary Insurance Policies issued by the Primary Insurance Defendants, each such insurer undertook to defend GAF against claims for losses arising from property damage and/or personal injury and to pay liabilities which GAF incurs with respect to such claims.

48. Pursuant to the allegations with respect to the Underlying Claims, including the claims listed in Exhibit "D", GAF could be held liable for property damage and/or personal injury occurring, in whole or in part, from the date of the inception of the Underlying Claims to the present. Thus, GAF could potentially be held liable for property damage and/or personal injury occurring in the policy period of each of the Insurance Policies in one or more claims made against GAF.

49. With respect to the claims listed in Exhibit "D", the Primary Insurance Defendants: (1) dispute GAF's contentions as set forth above; (2) contend that the Insurance Policies that each such carrier issued to GAF do not provide full defense coverage and protection for all of the claims asserted against GAF with respect to the Underlying Claims, including the claims listed in Exhibit "D", attached hereto; and (3) contend that such Insurance Policies do not obligate each such carrier to defend GAF in such matters.

WHEREFORE, for its Fourth Count, GAF requests that this Court grant a judgment declaring that:

- (1) Pursuant to each Insurance Policy issued by the Primary Insurance Defendants except those policies issued by Hartford and INA, each such insurer shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred in defense of all Underlying Claims, including those claims listed in Exhibit "D", attached hereto; and
- (2) With respect to those claims listed on Exhibit "D", attached hereto, Hartford and INA shall be individually obligated to defend fully and to pay in full on GAF's behalf all expenses incurred on and after January 1, 1996 in defense of those claims; and
- (3) GAF further requests that such judgment award to GAF its reasonable attorneys' fees and costs of this suit, and such other and further relief as the Court may deem just and proper.

FIFTH COUNT

(For Damages For Breach Of Duty To Defend Against
All Primary Insurance Defendants For Non-Included Claims)

50. Paragraphs 1 through 49 are repeated as if fully set forth herein.

51. GAF has incurred and continues to incur substantial expense in the resolution and defense of the Underlying Claims.

52. Each of the Insurer Defendants has failed or declined to honor their Duty to Defend with respect to the Non-included Claims, and GAF has reason to believe that each of the defendants will continue to decline to do so.

53. By failing or declining to honor their Duty to Defend GAF with respect to the Non-included Claims, the Primary Insurer Defendants have breached their respective Insurance Policies.

54. As a direct and proximate result of the Primary Insurer Defendants' breaches of their respective Insurance Policies, GAF has been deprived of the benefits of its liability insurance coverage. By depriving GAF of its insurance coverage, the Primary Insurer Defendants have directly damaged GAF by forcing it to make expenditures in defense of the Non-included Claims that should be borne by the Insurer Defendants.

55. Further, as a result of such breaches of contract, GAF has been forced to incur, and will continue to incur, additional, reasonably foreseeable, consequential damages, including, but not limited to, the cost of attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by the defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for its Fifth Count, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of the Primary Insurance Defendants' breaches of their contractual Duty to Defend GAF with respect to the Non-included Claims, plus interest according to law, in amounts to be established through proof at trial; and
- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

SIXTH COUNT

(For Damages For Breach Of Duty To Defend Against All Primary
Insurance Defendants Except Hartford
And INA For Included Claims Listed in Exhibit "D")

56. Paragraphs 1 through 55 are repeated as if fully set forth herein.

57. GAF has incurred and continues to incur substantial expense in the resolution and defense of the included Claims, listed on Exhibit "D", attached hereto.

58. Each of the Primary Insurance Defendants except Hartford and INA has failed or declined to honor its Duty to Defend with respect to the Included Claims listed on Exhibit "D" attached hereto, and GAF has reason to believe that each such defendant will continue to decline to do so.

59. By failing or declining to accept their Duty to Defend GAF with respect to the Included Claims, the Primary Insurance Defendants except Hartford and INA are in breach of their respective Insurance Policies.

60. As a direct and proximate result of the breaches by the Primary Insurance Defendants, except Hartford and INA, of their respective Insurance Policies, GAF has been deprived of the benefits of its liability insurance coverage, and has been directly damaged by forcing it to make expenditures in defense of the Included Claims listed on Exhibit "D" attached hereto, that should be borne by the Primary Insurance Defendants except Hartford and INA.

61. Further, as a result of such breaches of contract, GAF has been forced to incur and will continue to incur additional, reasonably foreseeable, consequential damages, including, but not limited to, the cost of attorneys' fees and other expenses in prosecuting this action, lost executive time, and the lost earnings on amounts wrongfully withheld by

the defendants, which damages are not subject to any limits of liability stated in the Insurance Policies.

WHEREFORE, for its Sixth Count, GAF requests that this Court enter a judgment awarding GAF:

- (1) Compensatory and consequential damages sustained by GAF as a result of the breaches of the contractual Duty to Defend GAF by the Primary Insurance Defendants except Hartford and INA with respect to the included Claims listed on Exhibit "D" attached hereto, plus interest according to law, in amounts to be established through proof at trial; and
- (2) Reasonable attorneys' fees and other costs of this action, and such other and further relief as the Court may deem just and proper.

SEVENTH COUNT
(For Breach of The Duty of Good Faith and Punitive
Damages Against All Insurer Defendants)

62. Paragraphs 1 through 61 are repeated as if set forth in full herein.

63. In response to GAF's request for payment of its defense and indemnity costs in connection with the Underlying Claims, each of the Insurer Defendants denied coverage asserting numerous defenses which they knew were erroneous in fact and/or contrary to or inconsistent with applicable New Jersey law.

64. The Insurer Defendants had a duty to deal in good faith with GAF.

65. The Insurer Defendants breached that duty of good faith by refusing -- on grounds which they knew to be specious -- to defend GAF, to reimburse GAF for defense costs and to indemnify GAF for a share of GAF's liability.

66. As a result of the Insurer Defendants' bad faith refusal to meet their contractual obligations, GAF is entitled to recover money damages, including punitive damages, costs and payments and all other sums incurred by GAF or which may be incurred, together with the costs and disbursements of this action, including but not limited to reasonable attorneys' fees and pre-judgment and post-judgment interest.

WHEREFORE, for its Seventh Count, GAF requests that this Court grant judgment against the Insurer Defendants for:

- (1) Punitive damages;
- (2) Actual money damages to be proven at trial, including but not limited to any and all consequential damages, plus interest according to law; and
- (3) Reasonable attorneys' fees and costs of this suit, and for such other and further relief as this Court may deem just and proper.

McCARTER & ENGLISH
Attorneys for Plaintiff
GAF Corporation

BY: Anthony Bartell
ANTHONY BARTELL
A Member of the Firm

Dated: June 25, 1997

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury of all issues.

McCARTER & ENGLISH
Attorneys for Plaintiff
GAF Corporation

BY: Anthony Bartell
ANTHONY BARTELL
A Member of the Firm

Dated: June 25, 1997

CERTIFICATION OF OTHER ACTIONS

Plaintiff states, pursuant to Rule 4:5-1, that the matter in controversy is the subject of an action pending in the United States District Court for the District of New Jersey, captioned GAF Corporation v. Hartford Accident & Indemnity Company, et al., Civil Action No. 95-1150, and that some of the parties named in that action are the same parties named herein.

McCARTER & ENGLISH
Attorneys for Plaintiff
GAF Corporation

BY: Anthony Bartell
ANTHONY BARTELL
A Member of the Firm

Dated: June 25, 1997

EXHIBIT A

THE UNDERLYING ENVIRONMENTAL AGAINST GAF NEW JERSEY SITES AND CLAIMS

Berry's Creek (Carlstadt, New Jersey)

In or about October 1989, Morton Thiokol and Velsicol (the "Thiokol" litigation) filed complaints in the United States District Court in New Jersey alleging that certain alleged generators linked to the so-called "SCP-Carlstadt" site are responsible for contamination being remedied by plaintiffs in the "Berry's Creek" area. Plaintiffs seek, inter alia, the recovery of costs for the investigation and for clean-up of the Berry's Creek site.

CEC Bridgewater Facility (Bridgewater, New Jersey)

Through 1989, GAF owned and operated a roofing granules coloring plant in Bridgewater, New Jersey. In March 1991, it was determined that hazardous substances have been released to the soil, surface water and groundwater at this location.

Chemical Control Corporation - Federal Claim (Elizabeth, New Jersey)

On or about March 11, 1987, GAF received an information request and notice from EPA under Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA") notifying GAF that it was considered a potentially responsible party ("PRP") with respect to the costs of investigation and remediation, and for natural resource damages, incurred by and to be incurred by EPA at the Chemical Control Corporation site in Elizabeth, New Jersey. On or about August 23, 1990, GAF became a signatory to a Consent Decree between the United States and approximately 180 companies, settling the EPA's claims against GAF and the other signatories. A complaint was filed in the United States District Court in New Jersey and the Consent Decree was approved by the Court on October 28, 1991.

Chemical Control Corporation - State Claim (Elizabeth, New Jersey)

The New Jersey Department of Environmental Protection ("NJDEP") notified GAF that it was a PRP for costs of investigation and remediation incurred by the State at the Chemical Control Corporation site in Elizabeth, New Jersey.

Chemsol
(Piscataway, New Jersey)

On or about January 10, 1992, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA advising GAF that it is considered a PRP with respect to contamination found in the soil, groundwater and wells at the Chemsol site in Piscataway, New Jersey. The allegations against GAF are that waste materials from GAF's Linden facility were disposed of at the Chemsol site between 1960 and 1965.

Flowers Property
(West Deptford, New Jersey)

In or about January 1989, a landowner advised GAF and NJDEP, pursuant to the New Jersey Spill Compensation and Control Act, that asbestos-containing material, allegedly originating from GAF's Gloucester City plant in the early 1970's, was found during excavation at the Flowers Property site. The Flowers Property operated as a permitted landfill to receive industrial trash, including asbestos, and was operated as such with the approval of the site owner. On May 6, 1991, NJDEP issued a Notice of Violation ("NOV") to GAF for the disposal of hazardous substances in violation of the New Jersey Spill Compensation and Control Act.

Frenkel v. GAF
(South Bound Brook, New Jersey)

On or about August 1, 1993, a complaint was filed against GAF in Superior Court of New Jersey, Law Division, entitled Frenkel v. GAF, Docket No. L-14176-93. The complaint seeks, inter alia, rescission of a contract for sale of property previously owned by GAF and related damages arising from GAF's alleged use of the property as a sanitary landfill.

G.E.M.S.
(Gloucester City, New Jersey)

On or about November 1, 1985, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA relating to a landfill owned and/or operated by G.E.M.S.

Global Landfill
(Old Bridge, New Jersey)

On or about February 6, 1991, GAF received a request for information letter from the NJDEP with respect to the presence of hazardous materials at the Global Landfill in Old Bridge, New Jersey. On or about March 25, 1991, GAF received Directive #2 from the NJDEP pursuant to the New Jersey Spill Compensation and Control Act which, under penalty of fines and the possibility of treble damages, directed GAF to investigate and remediate contamination at or associated with the Global landfill.

Gloucester City
(Gloucester City, New Jersey)

GAF owns a manufacturing plant located on Charles and Water Streets in Gloucester City, New Jersey, which was used by GAF to manufacture roofing and flooring grade felt materials. NJDEP has determined that GAF is responsible for the investigation and remediation of the site, which activities are continuing.

Helen Kramer Landfill
(Mantua Township, New Jersey)

On or about February 23, 1988, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA concerning GAF's use of various transporters alleged to have disposed of hazardous waste at the Helen Kramer landfill which allegedly operated from 1965 to 1982 in Mantua Township, New Jersey.

Kenney v. Scientific
(Edison, New Jersey)

On or about August 22, 1984, GAF was served with a complaint entitled Kenney v. Scientific filed in the Superior Court of New Jersey, Law Division, alleging private tort causes of action against GAF and approximately 650 additional parties. It is alleged that Scientific Inc. hauled wastes for GAF to the Kin-Buc landfill between 1972 and 1976. A global settlement has been entered by the parties and approved by the court. GAF has made its required contribution toward this settlement.

Kin-Buc Landfill
(Edison, New Jersey)

On or about September 12, 1984, GAF received notice from EPA identifying GAF as a PRP concerning the storage of waste at the Kin-Buc landfill in Edison, New Jersey. EPA and certain parties, including GAF, have settled this claim.

✓ Linden Facility
(Linden, New Jersey)

During a meeting on January 24, 1986, NJDEP advised GAF that groundwater contamination was discovered at GAF's Linden Facility. NJDEP has notified GAF that it will be responsible for the investigation, containment, treatment and/or removal measures which will be undertaken to prevent the contamination from continuing to migrate to third-party properties. On June 16, 1989, the NJDEP entered into an Administrative Consent Order ("ACO") with GAF which directed GAF to investigate and remediate the contamination at issue.

N Lone Pine Landfill
(Freehold Township, New Jersey)

In or about May 1985, GAF received notice from the EPA that it is considered a responsible party under CERCLA for the remediation of the Lone Pine landfill in Freehold, New Jersey. On February 23, 1993, GAF joined with other indirect users in entering into a settlement of this claim, the terms of which contain a reopener provision which may require the payment of additional monies in the future.

Marvin Jonas Transfer Station
(Sewell, New Jersey)

On or about May 7, 1990, GAF received a Multi-Site Directive naming GAF as a PRP at the Marvin Jonas Transfer Station site. Upon information and belief, the site was operated by Marvin Jonas from 1969 to 1981.

PJP Landfill
(Jersey City, New Jersey)

On September 28, 1988, GAF received an Information request letter from NJDEP advising that GAF is considered a PRP for past and future costs of the investigation and remediation at a site known as the PJP landfill located in Jersey City, New Jersey. On or about February 17, 1989, NJDEP issued a Directive under the New Jersey Spill Compensation and Control Act ("Spill Act") to GAF and approximately 50 other PRPs for additional clean-up costs. On or about August 22, 1989, NJDEP issued a Directive under the Spill Act to GAF and approximately 50 other PRPs demanding payment for operation and maintenance costs associated with an interim remedy at the site. On or about May 7, 1990, NJDEP issued a Multi-Site Directive and Notice under the Spill Act regarding a number of sites including the PJP landfill. This Directive was substantially the same as the aforescribed August 22, 1989 Directive and was issued to approximately 100 additional PRPs, including GAF.

N Price's Pit
(Pleasantville, New Jersey)

On or about April 1, 1985, GAF received a Department of Justice ("DOJ") notice concerning its responsibility under CERCLA for the capping of a landfill and construction of a facility to treat contaminated groundwater at the Price's Pit site near Pleasantville, New Jersey. GAF agreed to participate in a settlement of the action, entitled U.S. v. Price, which was resolved through a Consent Order. Additional litigation captioned Adkisson v. DuPont was also filed relating to this site.

Sayreville Landfill
(Sayreville, New Jersey)

On or about April 22, 1991, GAF received a Directive from NJDEP regarding remediation of the Sayreville Landfill. On or about November 23, 1994, a Complaint was filed in the United States District Court, Newark, New Jersey, by the Borough of Sayreville and certain private parties against GAF and other potentially responsible parties.

Scientific Chemical Processing, Inc.-Carlstadt
(Carlstadt, New Jersey)

On or about May 17, 1985, GAF received notice from EPA Identifying GAF as a PRP under CERCLA for the investigation and remediation of the "SCP-Carlstadt" site. Allegedly, GAF consigned certain liquid waste materials to SCP-Carlstadt. In or about September 1985, EPA entered into a Consent Order with over 100 parties, including GAF, to undertake an RI/FS at the site. Upon completion of the RI/FS, an administrative order pursuant to Section 106 of CERCLA was issued by EPA to forty-five (45) parties, including GAF, to implement an interim remedy at the site. All parties, including GAF, complied with this order. In 1990, parties liable for the remediation of Berry's Creek threatened suit against customers at this site for alleged contributions to the condition of that site.

Scientific Chemical Processing, Inc.-Lone Pine
(New Jersey)

Scientific Chemical Processing, Inc.-Newark
(Newark, New Jersey)

On or about February 12, 1985, GAF received notice from EPA that GAF is considered a PRP for the SCP-Newark site due to the alleged consignment of certain liquid waste by GAF to SCP-Newark. Pursuant to a March 1985 Consent Order to which GAF was a party, this site has been remediated. GAF contributed to clean-up costs and expenses. On or about September 18, 1988, GAF received notice of a new Participation Agreement designed to remediate the subsurface clean-up at this site.

Silsonix Corporation
(Irvington, New Jersey)

On or about April 27, 1992, EPA issued a request for information to GAF pursuant to Section 104(e) of CERCLA in connection with an investigation of the disposal of scrap film, silver and/or other precious metals at the Silsonix Corporation in Irvington, New Jersey.

South Bound Brook (Towpath)
(South Bound Brook, New Jersey)

GAF is the current owner of the Towpath site located in South Bound Brook, New Jersey. The site was used by GAF as a disposal area for asbestos-containing waste from the adjacent Main Street Site from approximately 1935 to 1968. In or about the 1970's at the direction of NJDEP, GAF implemented closure measures at the site. On or about September 1990, NJDEP's Division of Solid Waste Management ("DSWM") issued a Notice of Violation ("NOV") to GAF requiring maintenance grade and cover at the site. GAF undertook certain remedial activities required by DSWM and submitted the engineering design for the cover and grade.

South Bound Brook (Main Street)
(South Bound Brook, New Jersey)

Until December 20, 1985, GAF owned an asphalt felt manufacturing facility located on Main Street, South Bound Brook, New Jersey. On December 19, 1985, GAF and NJDEP entered into an Administrative Consent Order requiring GAF to investigate and remediate contamination at and around the site and the embankment of the Delaware and Raritan Canal.

South Bound Brook (Canal Road)
(South Bound Brook, New Jersey)

GAF is the owner of the Canal Road site located at 114 Canal Road in South Bound Brook, New Jersey. At the direction of NJDEP, GAF has undertaken and is continuing efforts to investigate and remediate the site and the embankment of the Delaware and Raritan Canal.

Stein v. GAF
(Gloucester City, New Jersey)

On or about September 20, 1989 an action was filed in Superior Court of New Jersey entitled Stein v. GAF, alleging that GAF was responsible for the presence of asbestos-containing material on or around eight (8) residential properties. The lawsuit was settled in 1991.

Syncon Resins
(South Kearny, New Jersey)

On or about September 15, 1986, GAF received a request for information from EPA pursuant to Section 104 of CERCLA identifying GAF as a PRP at Syncon Resins in South Kearny, New Jersey.

Transtech Industries, Inc. v. A&Z Septic Clean
(Edison, New Jersey)

In August 1990, the owners and operators of Kin-Buc landfill filed an action entitled Transtech Industries, Inc. v. A&Z Septic Clean, Civil Action No. 2-90-2578(HAA), against GAF and other parties in the United States District Court for the District of New Jersey for the costs of investigating and remediating the Kin-Buc landfill.

N University Avenue - Gloucester City
(Gloucester City, New Jersey)

Site investigations conducted by NJDEP in or about May and July 1987 revealed the presence of asbestos containing material on properties located near the South Branch Newton Creek and resulted in the issuance of a Directive to GAF on or about October 14, 1987, which required investigation and remediation of the properties. These materials allegedly originated from GAF's Gloucester City plant and may have been disposed at various properties near University Avenue. On or about June 1990, GAF entered into an Administrative Consent Order with NJDEP requiring it to investigate and remediate the asbestos-containing materials.

N' Vanguard (Gloucester)
(Gloucester City, New Jersey)

GAF sold the Vanguard vinyl siding site located on Water Street in Gloucester City, New Jersey to Vanguard Vinyl Siding, Inc. on or about August, 1981. On or about November 27, 1992, GAF received an information request under §104(e) of CERCLA from EPA regarding the site. In or about April 1993, GAF received a Notice of Potential Liability from EPA under CERCLA based on GAF's former use of asbestos or asbestos-containing materials at the site. On or about May 20, 1994, EPA provided GAF with a draft Administrative Order on Consent requiring that GAF undertake a removal action at the site regarding asbestos and asbestos-containing materials and reimburse the EPA for past costs incurred by EPA at the site.

White Chemical Corporation
(Newark, New Jersey)

On or about July 10, 1991, GAF received an information request letter from the NJDEP notifying GAF that NJDEP was investigating the storage of hazardous specialty chemicals at White Chemical Corporation in Newark, New Jersey and that GAF has been identified as a PRP. GAF determined that it maintained only a supplier/customer relationship between it and White Chemical Corporation, which information was transmitted to the government.

SC HOLDINGS INC. V. A.A.A. REALTY CO., et al.
(Cinnaminson Landfill, Cinnaminson, New Jersey)

On or about December 8, 1995, GAF was served with a third party complaint naming it and numerous other parties as PRPs in a cost recovery action relating to unspecified environmental conditions at the Cinnaminson Landfill, also referred to as the Cinnaminson Groundwater Contamination Site.

MIDDLESEX LANDFILL
(Middlesex, New Jersey)

In or about March, 1995, GAF was informally contacted regarding allegations by several PRP's, including the municipality of Middlesex, New Jersey, that to the extent such PRPs may be liable for conditions at the Middlesex Landfill, they would be asserting a claim against GAF for contribution for such liabilities.

* LCP PROPERTY
(Linden, New Jersey)

On or about November 16, 1995, GAF received a telephone call from counsel for Hanlin PLC and was advised that Hanlin PLC is in bankruptcy and that creditors of the bankrupt estate, including the U.S. Department of Justice, may be pursuing a claim on behalf of the estate against GAF relating to conditions or liabilities arising from the former LCP property in Linden, New Jersey.

Polak, et al. v. Borough of Sayreville, et al.
(Sayreville, New Jersey)

On or about January 21, 1997, a complaint was filed against GAF by John and Theresa Polak and L.P. Brickote & Sons, alleging that GAF arranged for the disposal of hazardous substances on the plaintiffs' property.

SC Holdings, Inc. v. A.A.A. Realty Co., et al, No. 94-947(GEB)
(D.N.J.) (Cinnaminson Landfill, New Jersey)

Plaintiff, SC Holdings, Inc. ("SCH") is the owner of a sanitary landfill in Cinnaminson, New Jersey. SCH and its predecessors operated the site from approximately the late 1950's until it was ordered closed in 1980 by the N.J.D.E.P. In 1984, SCH was ordered by the U.S.E.P.A. to investigate and remediate the site. The site has been listed on the National Priorities List as the Cinnaminson Groundwater Contamination Site and covers approximately 400 acres.

On February 27, 1995, SCH filed suit against a group of defendants seeking to recover all costs associated with the site. On November 30, 1995, SCH filed a Third-Party Complaint against GAF and other defendants. SCH has alleged that the former GAF photo lab located in Philadelphia disposed of waste using a transporter named Quickway, Inc.

Quickway allegedly transported certain waste to the Cinnaminson Landfill. The GAF waste is described as consisting of small dry plastic containers that held undeveloped film, discarded photographic-related paper, and other industrial plant trash.

NON-NEW JERSEY SITES AND CLAIMS

CALIFORNIA

Omega Chemical (Fontana, California)

In or about January 1995, California EPA issued a notice letter to GAF identifying it as a PRP regarding the Omega Chemical site, Fontana, California.

San Gabriel Valley (Area-1) (San Gabriel, California)

In or about January 1988, GAF received a request for information from EPA pursuant to Section 104(e) of CERCLA concerning GAF's waste disposal practices in the San Gabriel Valley area. GAF has been identified as a PRP associated with environmental contamination in this area.

3353 San Fernando Road (Los Angeles, California)

GAF was notified in or about January 16, 1997 that seventy seven persons who work at this site, which presently is owned by the City of Los Angeles and is used by the Los Angeles Police Department, are asserting claims against GAF for numerous illnesses, and predispositions to the development of such illnesses, as a result of their alleged workplace exposure to certain heavy metals and chemicals. The City of Los Angeles currently is undertaking an extensive remediation effort at the Site.

COLORADO

Lowry Landfill (Denver, Colorado)

On or about September 4, 1984, GAF received notice from EPA that it was a PRP under CERCLA with respect to the clean-up and remediation of the Lowry Landfill. Upon information and belief, GAF contracted with a transporter which transported waste material to this site.

CONNECTICUT

Gallup's Quarry (Plainfield, Connecticut)

On or about March 16, 1990, GAF received a request for information letter under Section 104(e) of CERCLA from EPA advising that GAF is considered a PRP for disposal of hazardous materials at the Gallup's Quarry site in Plainfield, Connecticut.

FLORIDA

Bay Drums (Tampa Florida)

On or about January 6, 1994, GAF received notice from EPA that is considered a PRP in connection with the presence of hazardous substances at Bay Drums Company, Tampa, Florida, a site engaged in waste disposal activities from 1960 through 1984.

Peak Oil (Tampa, Florida)

On or about June 25, 1991, GAF received a notice from EPA that it considers GAF a PRP with respect to the presence of hazardous materials at the Peak Oil site in Tampa, Florida.

Sydney Mines (Hillsborough County, Florida)

On or about February 10, 1989, GAF received a General Notice Letter from EPA notifying it that GAF is considered a PRP under CERCLA with respect to the presence of hazardous substances at the Sydney Mines site in Hillsborough County, Florida.

Tampa Stillyard (Tampa, Florida)

In 1965, property was leased to a third-party which was returned upon termination of the lease at the end of 1980. Thereafter, it was learned that oil had leaked onto the property during the term of the lease and the Florida Department of Environmental Protection initiated an investigation in 1982.

Taylor Road Landfill
(Hillsborough County, Florida)

On or about July 8, 1991, GAF received a request for information letter under Section 104(e) of CERCLA from EPA with respect to the presence of hazardous substances at the Taylor Road Landfill. GAF is considered a PRP at the site.

N/ Tri City Oil Conservationist Corp.
(Hillsborough County, Florida)

On or about November 7, 1989, GAF received a notice from EPA advising that GAF is considered a PRP under CERCLA with respect to the presence of petroleum products and fuel oil waste stored at the Tri-State Oil Conservationist Corporation facility in Tampa, Florida.

GEORGIA

Chickamanga Road Site
(Walker County, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Chickamanga Road site.

General Refining
(Garden City, Georgia)

On or about September 26, 1988, GAF received notice from EPA that it is considered a PRP under CERCLA with respect to the presence of hazardous substances discovered at the General Refining site in Garden City, Georgia. On information and belief, the site was in operation from 1961 to 1978. EPA sent a CERCLA Demand Letter to GAF and other PRPs requesting an Administrative Consent Order be entered by the potentially responsible parties to undertake clean-up of the site. EPA has expended costs for clean-up and expects to expend additional costs.

Marbletop Road
(Walker County, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Marbletop Road site.

Mathis Brothers Landfill
(Kensington, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP with respect to the presence of hazardous materials at the Mathis Brothers Landfill owned and operated by the Mathis Brothers in Walker County, Georgia.

~ Shaver's Farm Landfill
(Shavers, Georgia)

On or about August 14, 1984, EPA notified GAF that it is considered a PRP at the Shavers Farm Landfill.

~ South Marbletop Road
(Kensington, Georgia)

On or about February 22, 1992, GAF received notice from EPA identifying GAF as a PRP in connection with the South Marbletop site in Kensington, Georgia. EPA has required an RI/FS which is being performed by another PRP in order to investigate groundwater contamination.

ILLINOIS

Insta-Foam Products Facility
(Crest Hill, Illinois)

On or about January 23, 1991, GAF received notice from Insta-Foam Products alleging that contamination of Insta-Foam's site at Crest Hill, Illinois was caused in part by the disposal of materials originating from GAF. Insta-Foam has investigated environmental contamination at the site and demanded that GAF compensate it for investigative and remedial expenditures.

INDIANA

Bald Knob Landfill
(Mt. Vernon, Indiana)

On or about April 27, 1987, EPA notified GAF that it considered GAF a PRP under CERCLA with respect to the presence of hazardous substances found at the Bald Knob Landfill in Mt. Vernon, Illinois.

Enviro-Chem
(Zionsville, Indiana)

On or about July 29, 1987, EPA issued to GAF a request for information letter pursuant to Section 104(e) of CERCLA notifying that GAF is considered a PRP for this site.

Seymour Recycling
(Seymour, Indiana)

On or about October 14, 1987, GAF was served with a third-party complaint which named GAF and approximately ninety-nine (99) additional third-party defendants in an action arising from environmental contamination of the Seymour Recycling site in Seymour, Indiana. On or about October 26, 1987, GAF joined the Seymour Defense Group and paid certain assessments. This Defense Group negotiated a settlement to which GAF contributed.

KENTUCKY

Distler Farm Site & Brickyard Site
(Louisville, Kentucky)

On or about November 15, 1985, GAF received notice from EPA under CERCLA requesting information concerning GAF's involvement with the Distler Farm and Brickyard sites in Louisville, Kentucky, sites which are owned by Kentucky Liquid Recycling. On or about January 9, 1990, GAF was served with a third-party complaint in an action entitled Porter Paint Co. V. Aristocraft Corp., seeking recovery for costs associated with the investigation and remediation of the sites.

Lowrance
(Calvert City, Kentucky)

On or about June 2, 1989, sixteen (16) plaintiffs filed an action against local industrial plants, including GAF, alleging health injuries caused by defendants' alleged discharge of hazardous and toxic wastes into plaintiffs' properties causing personal injuries.

Maxey Flats Nuclear Disposal Site
(Morehead, Kentucky)

On or about December 1, 1986, EPA notified GAF pursuant to Section 104(a) of CERCLA that it is considered a PRP with respect to the storing of hazardous substances at the Maxey Flats Nuclear Disposal site in Morehead, Kentucky. Upon information and belief, this site operated from 1963 to 1977.

LOUISIANA

Tate Cove
(Evangeline Parish, Louisiana)

GAF was named as a defendant in the action entitled State of Louisiana v. Barnett, an action which involved the alleged contamination to property formerly owned by the

BWS Corp., now bankrupt, near Opelousas, Louisiana. The site has been remediated and GAF contributed toward settlement.

MARYLAND

Kane & Lombard Site (Baltimore, Maryland)

On or about November 16, 1987, EPA issued to GAF a notice pursuant to CERCLA that GAF is considered a PRP with respect to certain hazardous substances at the Kane & Lombard site in Baltimore, Maryland.

Maryland Sand, Gravel & Stone (Elkton, Maryland)

On or about February 1986, GAF was notified by a PRP Group for this site that GAF was a PRP. Upon information and belief, the site operated from 1969 to 1974. On or about June 11, 1986, EPA notified GAF that it considered GAF a PRP under CERCLA with respect to hazardous substances found at the MSGS site in Maryland. On or about February 24, 1988, a Consent Order between the EPA and forty (40) PRPs, including GAF, was entered with respect to the implementation of Phase I activities, and payment of EPA past costs. GAF has entered into an agreement to participate in the funding of Phase II activities at the site.

Spectron, Inc. (Elkton, Maryland)

On or about June 30, 1989, and July 10, 1989, GAF received requests for information and demand letters from EPA pursuant to CERCLA concerning the presence of hazardous substances at the site of Spectron, Inc. in Elkton, Maryland. EPA has issued ACOs to PRPs, including GAF, with respect to this site for the removal action, short-term remediation, and long-term remedial efforts. GAF has contributed toward settlement of this liability.

Bridgestone/Firestone, Inc. v. Board of County Commissioners No. AMD94-2259 (D.M.D.) (Woodlawn Landfill, Maryland)

This case involves the Woodlawn Landfill, a former municipal landfill in Cecil County, Maryland. Plaintiff, Bridgestone/Firestone, Inc., operates a plant near the landfill and is responsible for the vast majority of waste disposed at the site. Bridgestone/Firestone has conducted a remedial investigation/feasibility study for the Woodlawn site and will implement remedial action estimated to cost approximately \$30 million. In its Third Amended Complaint filed May 24, 1996, Bridgestone/Firestone is seeking contribution from approximately 80 other alleged generators, including GAF. These companies were added to bridges/one/Firestone's Complaint because they are alleged to be responsible for wastes

transshipped to the Woodlawn Landfill site from a former Maryland solvent recycling facility known at various times as Galaxy Chemicals, Inc., Spectron, Inc. and Solvent Distillers, Inc.

The Woodlawn Landfill is a 38 acre site located in Cecil County, Maryland, owned and operated by Cecil County. It received wastes containing allegedly hazardous constituents from numerous parties from the early 1950's to 1980. During the period of operation, it received industrial, commercial, agricultural and municipal waste. In or around 1981, Bridgestone/Firestone, Inc., in cooperation with the State of Maryland, Cecil County and the U.S. EPA, capped, seeded and graded certain areas of the landfill. The site was placed on the National Priorities List on July 22, 1987. On December 28, 1988, Bridgestone/Firestone, Inc. signed a Consent Order with the U.S. EPA and funded a \$4,500,000 Remedial Action/Feasibility Study.

MASSACHUSETTS

Millis Groundwater (Millis, Massachusetts)

On or about November 24, 1989, GAF received a notice and demand letter from the Massachusetts Department of Environmental Protection ("MassDEP") requiring GAF to conduct an initial site investigation of its Millis roofing plant in order to determine the source of contamination of the Millis Township drinking wells. GAF has undertaken various activities in connection with the allegations of ground water contamination in compliance with the requirements of MassDEP.

Revere Chemical (Massachusetts)

Silresim (Lowell, Massachusetts)

On or about December 9, 1983, MassDEP filed an action naming GAF as a defendant with respect to hazardous materials found at the Silresim site in Lowell, Massachusetts, which, upon information and belief, commenced operations as a chemical waste reclamation site in 1971. GAF paid its share of settlement for surface cleanup and contributed to settlement of past cost claims.

Franklin Realty (Franklin, MA)

This site, which is located at 31 Hayward Street, was once owned by American Felt and Filter, which merged with GAF in 1968. GAF terminated felt manufacturing activities

at the site in about 1972. In or about November, 1995, during the removal of an underground storage tank, fuel oil was discovered resting on the groundwater table. The Massachusetts DEP was notified of this, and future remediation work is planned.

MICHIGAN

Organic Chemicals Site (Grandville, Michigan)

On or about March 23, 1994, GAF received notice from the Organic Chemical Steering Committee that GAF was considered a PRP at the Organic Chemicals Inc. site in Grandville, Michigan.

MINNESOTA

East Bethel Sanitary Landfill (Anoka County, Minnesota)

On August 4, 1966, GAF was notified by Sylvester Brothers, owners of the East Bethel Sanitary Landfill, of environmental contamination at this site. The owners of the site have agreed to undertake a RI/FS. On or about March 8, 1990, GAF was served with a third-party complaint in a matter commenced by Sylvester Brothers.

Oak Grove Sanitary Landfill (Anoka County, Minnesota)

On or about March 19, 1991, GAF was served with a Special Notice Letter and a Request for Information from the EPA pursuant to CERCLA notifying it that GAF is a PRP with respect to hazardous materials found at the Oak Grove Sanitary Landfill in Anoka County, Minnesota. In or about December, 1991, EPA issued an Order requiring the PRPs, including GAF, to undertake remediation of the site.

MISSOURI

Findett/Hayford LPP Bridge Road Site (St. Charles, Missouri)

On or about September 28, 1988, Cadmus, Inc., part owner of a site located in St. Charles, Missouri, received a Request for Information letter from EPA under CERCLA due to the presence of hazardous substances at this site. Cadmus, Inc. reclaimed catalysts from GAF Chemicals during the 1970s. EPA demanded that the PRPs, including GAF, remediate the site.

Maline Creek (St. Louis, Missouri)

On or about April 20, 1993, GAF received an information request from the EPA concerning an investigation of the Maline Creek. On or about October 1994, the Missouri Department of Natural Resources contacted GAF regarding an alleged release of asbestos into the Maline Creek area.

NEW YORK

American Felt & Filter (Newburgh, New York)

In or about October 1991, GAF received notice from the owner of the American Felt & Filter site requesting that GAF contribute to the costs of investigation and remediation of the American Felt & Filter site which was formerly owned by GAF and sold to American Felt & Filter on or about July 31, 1978. American Felt & Filter alleges that the site was contaminated, in whole or in part, by the releases of hazardous substances during GAF's ownership of the site.

BASF-South 40 LPP Site (Rensselaer, New York)

On or about April 24, 1986, GAF received notice from BASF Corporation concerning the presence of hazardous materials located at the "South 40" portion of GAF's former Rensselaer plant, which it sold to BASF Corporation on March 31, 1978. BASF Corporation alleges that GAF's on-site waste disposal activities resulted in environmental harm to the site. Upon information and belief, BASF Corporation entered into a Consent Order on or about September 1986 to conduct a Phase II Investigation.

Charles Street Lot (Binghamton, New York)

On or about December 6, 1983, the New York Department of Environmental Conservation ("NYDEC") issued a first notice of claim to GAF for past and future costs associated with the investigation and potential remediation of GAF's Binghamton property. On or about May 25, 1994, GAF entered into an Order on Consent with the New York Department of Environmental Conservation to conduct a Preliminary Site Assessment.

Colesville Landfill (Colesville, New York)

On or about March 1, 1985, NYDEC initiated an administrative complaint against Broome County and GAF, Index No. T-1202-84-85, alleging that GAF is a responsible party under Article 27, Title 13 of the State Environmental Conservation Law for the investigation and remediation of hazardous materials found at the Colesville landfill in Colesville, New York, which landfill, upon information and belief, was owned and operated by Broome County. In or about January 1987, GAF and Broome County entered a Consent Order and remediation and funding agreements whereby each agreed to pay for a portion of the response costs. GAF has also agreed to reimburse Broome County for certain past costs.

2 Hills v. Broome County
(Colesville, New York)

In or about June, 1985, and in connection with the NYDEC's investigation of the Colesville Landfill matter, GAF was impleaded in a tort action in the United States District Court for the Northern District of New York entitled Hills v. Broome County, Civil Action No. 84-CV1033, as a third-party defendant. GAF has contributed toward settlement of the Hills action.

Pollution Abatement Services (PAS) - Oswego
(Oswego, New York)

On or about March 1, 1982, EPA notified GAF that it is considered a PRP under CERCLA with respect to the presence of hazardous substances discovered at the PAS-Oswego site in Oswego, New York. On or about August 6, 1987, the PRPs, including GAF, reached a settlement with NYDEC and the EPA regarding response costs incurred at this site. On or about March 13, 1991, EPA issued a General Notice for additional work to the PRPs, including GAF. On or about September 30, 1991, GAF entered into an Administrative Order on Consent with the EPA to conduct investigation and remediation at the site. On or about July 1994, GAF entered into an Administrative Order on Consent to conduct further investigation and remediation at the site.

Pollution Abatement Services - Fulton Terminal
(Fulton, New York)

On or about March 21, 1988, GAF received notice from NYDEC that PRPs at the PAS-Oswego site were also considered PRPs at the satellite sites owned and operated by PAS which includes Fulton Terminals, Clothier and Volney sites. On or about November 5, 1990, GAF entered into a Consent Decree to conduct response activities at the Fulton site. On or about September 26, 1986, GAF entered into a Consent Order to conduct removal activities at the Fulton site.

2 PAS-Clothier
(Granby, New York)

On or about March 21, 1985, GAF received notice from NYDEC that it is a PRP at the PAS-Satellite sites including Clothier. On or about April 28, 1986, GAF signed a Participation Agreement along with other PRPs at this site.

2 PAS-Volney
(Oswego County, New York).

On or about March 21, 1985, GAF received notice from NYDEC that it is a PRP at the PAS-Satellite sites including Volney. On or about September 28, 1990, GAF entered into an Administrative Order on Consent concerning response costs at the site.

Town of New Windsor v. Tesa Tuck Inc.
(New Windsor, New York)

On or about March 19, 1993 GAF received a Summons and Complaint in an action entitled Town of New Windsor v. Tesa Tuck Inc. et al., 92 Civ. 8754 (S.D.N.Y.). The Complaint alleges GAF disposed of, or arranged for the disposal of, hazardous substances at the Town of New Windsor landfill during the period from 1962 to 1976.

Tri City Barrels Company
(Port Crane, Broome County, New York)

By letter dated May 23, 1991, EPA advised that GAF is a PRP under CERCLA with respect to the investigation and remediation of this site. EPA alleges that GAF and other parties sent drums to this location for reconditioning, which operations are alleged to have occurred since the 1950's. On or about May 14, 1992, GAF and other parties signed an Administrative Consent Order with EPA to undertake the RI/FS at the site, which efforts are continuing.

Vailsgate
(Newburgh, New York)

On or about May 3, 1984, GAF received a request for Information from the EPA concerning waste disposal from GAF's operation of a Vailsgate, New York flooring plant. EPA advised that it considered GAF a PRP for environmental conditions at the site.

LOEFFEL LANDFILL
(Nassau, New York)

On July 18, 1995, the Attorney General of the State of New York forwarded correspondence alleging that GAF is a PRP at the Loeffel Landfill in Nassau, Rensselaer County, New York. It is alleged that used oil may have been collected from a GAF owned facility which was disposed of at the landfill site on unspecified dates in unspecified quantities.

INTERNATIONAL PAPER CORPORATION
(Binghamton, New York)

In 1991 GAF sold to Anitec Imaging Corp. a facility in Binghamton, New York on which is alleged to have existed a variety of environmental conditions. On or about March 12, 1995, an action was commenced against GAF by International Paper Corporation, as successor in interest by way of merger to Anitec, in U.S. District Court for the Northern

District of New York seeking reimbursement for environmental investigation and cleanup costs.

NORTH CAROLINA

Seaboard Chemical (Jamestown, North Carolina)

In or about July, 1991, the North Carolina Department of Environmental, Health and Natural Resources (DEHNR) notified GAF that it is considered a PRP under North Carolina General Statutes §130A, Art. 9, for response actions associated with the presence of hazardous substances at the former Seaboard Chemical facility in Jamestown, North Carolina. The contamination caused by the presence of the hazardous materials was discovered to be moving toward a tributary of the Deep River which feeds the Randleman Reservoir. GAF has contributed to the first phase clean up, including removing the hazardous substances stored in tanks, pipes and related equipment at the site. Investigation and remediation activities are continuing.

OHIO

Fields Brook (Ashtabula, Ohio)

On or about July 7, 1986, CAP received a letter from the PRP Steering Committee for this site in Ashtabula, Ohio, identifying GAF, among others, as a PRP for a contaminated, stream bed which flows into Lake Erie.

OKLAHOMA

Hardage Landfill (Criner, Oklahoma)

On or about May 10, 1990, GAF was served with a third-party complaint alleging responsibility for hazardous substances discovered at the Hardage Landfill near Criner, Oklahoma. On or about January 3, 1991, GAF entered into a settlement which covered all response costs.

PENNSYLVANIA

Boarhead Farm Site (Bridgeton Township, Pennsylvania)

On or about June 13, 1988, GAF received a request for information letter from EPA under Section 104(e) of CERCLA relating to GAF's possible utilization of the Boarhead Farm waste disposal site in Bridgeton Township, Pennsylvania.

Butler Tunnel
(Pittston, Pennsylvania)

On or about December 30, 1985, GAF received a request for information letter under Section 104(e) of CERCLA issued by EPA notifying GAF that it is considered a PRP for hazardous substances found at the Butler Tunnel site in Pittston, Pennsylvania.

Chrin Landfill
(Northampton County, Pennsylvania)

On or about October 11, 1984, GAF received a request for information letter from EPA under Section 104(e) of CERCLA regarding disposal practices at its Whitehall facility and involvement as a PRP for hazardous materials found at the Chrin Landfill in Northampton County, Pennsylvania. On or about 1993, the EPA brought an action entitled U.S. v. Chrin, in the United States District Court for the Eastern District of Pennsylvania against several parties, including GAF, for recovery of past costs and declaratory judgment as to their future liability.

N Cunard Lower Landfills
(Oplinger, Danielsville, Cunard Lower)
(Northampton County, Pennsylvania)

On or about December 12, 1983, GAF received a request for information letter issued under Section 104(e) of CERCLA informing GAF that it is considered a PRP for hazardous materials found at three (3) sites in Northampton County, Pennsylvania, including, the Oplinger Quarry Site, the Danielsville Quarry Site and the Cunard Lower Site.

N Dorney Road/Oswald's Landfill
(Upper Macungie, Pennsylvania)

On or about September 2, 1988, EPA issued GAF notice that it is considered a PRP under CERCLA with respect to hazardous materials discovered at the Dorney Road Site in Upper Macungie, Pennsylvania. The Pennsylvania Department of Environmental Protection demanded that PRPs contribute to past costs and agree to perform future remediation. On or about January 25, 1993, GAF, along with other PRPs entered into a Consent Decree in an action entitled United States v. Atlas Minerals and Chemicals, (E.D.Pa.) in settlement of past and future response costs.

Erie Plant
(Erie, Pennsylvania)

Based upon allegations of buried drums, Pennsylvania Department of Environmental Protection has required the preparation of a Site Assessment Plan, which was submitted by GAF pursuant to an Administrative Consent Order dated June 26, 1992.

^
Heleva Landfill
(North Whitehall Township, Pennsylvania)

On or about January 27, 1988, GAF received a request for information letter from EPA under Section 104(e) of CERCLA with respect to the Heleva Landfill in North Whitehall Township, Pennsylvania. Upon information and belief, the Heleva Landfill operated from 1967 to 1981. On or about February 26, 1988, GAF was named as a defendant in an amended complaint brought by private parties for the recovery of response costs associated with the investigation and remediation of this site.

Metro Container
(Trainer, Pennsylvania)

On or about February 6, 1990, GAF received a notice from the Metro PRP Group that it may be a PRP with respect to contamination of the Metro Container Site located in Trainer, Pennsylvania. Upon information and belief, Metro Container used this site as a recycling and reclaiming facility for used drums for approximately twenty (20) years.

Mill Creek Dump
(Mill Creek Township, Pennsylvania)

On or about September 29, 1986, GAF received a letter from the Steering Committee for the Mill Creek Dump Site located in Mill Creek Township, Pennsylvania contending that GAF had been identified as a PRP under CERCLA for the presence of hazardous materials at the site. In or about September 1990, GAF received a request for information letter from EPA under Section 104(e) of CERCLA concerning GAF's association with this site.

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Novak Landfill
(South Whitehall Township, Lehigh Co., Pennsylvania)

On or about September 11, 1986, GAF received notice from EPA under Section 104(e) of CERCLA that it is considered a PRP with respect to the presence of hazardous substances located at the Novak Landfill in South Whitehall Township, Pennsylvania. Upon information and belief, the site operated as a landfill from approximately 1950. On or about December 20, 1988, GAF and other PRPs entered into an Administrative Order by Consent regarding the Remedial Investigation/Feasibility Study for the site. GAF has contributed to these efforts. On or about May 2, 1994, GAF received a special notice letter from the EPA apprising GAF of its potential liability for response costs including remedial design/remedial action.

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Old Forge Landfill
(U.S. V. Iacavazzi)
(Scranton, Pennsylvania)

On or about December 2, 1985, GAF was served with notice that it was a PRP under CERCLA with respect to the finding by EPA of hazardous substances at the Old Forge Landfill Site in Scranton, Pennsylvania. On or about 1989, the United States sued GAF and other PRPs to recover response costs. On or about 1992, GAF entered into a Consent Decree to resolve this claim.

Oliver Landfill
(Waterford Township, Pennsylvania)

On September 1, 1994, a notice was received by GAF from the Pennsylvania Department of Environmental Protection identifying it as a PRP regarding the Oliver Landfill.

Piccolini
(Scranton, Pennsylvania)

On or about February 13, 1987, GAF was sued as a third-party defendant in a consolidated action entitled Piccolini v. Simon Wrecking and Mercantile Financial Co. v. Simon's Wrecking concerning a toxic tort claim brought by persons who lived in homes proximate to the Old Forge Landfill and an action brought by the mortgagee from the landfill property. On or about May 30, 1989, GAF entered into a Settlement Agreement and Release resolving these claims.

Reeser's Landfill
(Lehigh County, Pennsylvania)

On or about April 6, 1988, GAF received a request for Information letter from EPA under Section 104(e) of CERCLA concerning the disposal of industrial waste at Reeser's Landfill.

Stotler Landfill
(Altoona, Pennsylvania)

In or about June 1991, GAF received notice from Delta Quarries & Disposal, Inc. of GAF's potential association with the Stotler Landfill in Scranton, Pennsylvania. An action was filed in the United States District Court for the Western District of Pennsylvania entitled Delta Quarries & Disposal, Inc. v. ABC Mack Salos, Inc., et al. for the recovery of clean-up costs associated with the remediation of this site. GAF is a defendant in this lawsuit. On or about January 8, 1993, GAF entered into a Joint Tortfeasor Release and Settlement Agreement resolving the action.

RHODE ISLAND

Picillo Landfill (Coventry, Rhode Island)

In or about December 1981, EPA served notice upon PRPs under CERCLA with respect to the presence of hazardous materials discovered at the Picillo Landfill in Coventry, Rhode Island. A RI/FS has been performed and EPA has demanded past costs as well as the performance of a RD/RA. Other related claims have been asserted for property damage and/or personal injury by third parties.

O'Neil v. Picillo (Coventry, Rhode Island)

In a related cost recovery action brought by the State of Rhode Island entitled in O'Neil v. Piccolo, GAF settled with a contribution toward clean-up costs at the Picillo landfill. In a related action in United States District Court for the District of Rhode-Island for past costs at the Picillo landfill, GAF has reached a settlement with plaintiff

SOUTH CAROLINA

Carolawn Site (Clover, South Carolina)

On or about May 25, 1994, GAF was notified by the Carolawn PRP Group that it was a PRP at the Carolawn site in Clover, South Carolina.

HINSON CHEMICAL SUPERFUND SITE (Lake Wylie, South Carolina)

On or about June 28, 1995, GAF received notice that USEPA considers GAF a PRP at the Hinson Chemical Superfund Site located in Lake Wylie, South Carolina. It is alleged that materials were sent by GAF through SEPCCO of Charlotte, North Carolina for disposal or recycling at the Hinson facility and that there was a subsequent release or threat of release of hazardous substances at the Hinson facility, necessitating removal and other response actions and resulting in pollution of groundwater and the environment.

TENNESSEE

Amnicola Dump (Chattanooga, Tennessee)

On or about November 22, 1985, EPA issued GAF a request for information letter under Section 104(e) of CERCLA concerning the presence of certain hazardous substances discovered at the Amnicola Dump in Chattanooga, Tennessee. EPA issued a Special Notice to GAF, and others, directing that response actions be taken.

North Hawthorne Dump
(Hamilton County, Tennessee)

On or about December 19, 1994, a notice was issued by Tennessee Department of Environmental Conservation identifying GAF as a PRP regarding the North Hawthorne Dump, Hamilton County, Tennessee.

N Novacor (Chattanooga Facility)
(Chattanooga, Tennessee)

On or about December 1, 1980, GAF sold certain of its business assets, including its Chattanooga manufacturing plant and real estate to Polysar, Inc. and Polysar International. Subsequently, BASF Corporation purchased a portion of the site. On or about March 16, 1993, Novacor Chemicals Inc. (alleged successor, to Polysar) brought an action against GAF seeking contribution in connection with remediation of the site.

PB & S CHEMICAL COMPANY, INC.
(Knoxville, Tennessee)

On or about December 11, 1995, correspondence was forwarded by counsel for PB & S Chemical Company purportedly giving notice under CERCLA of a claim based upon certain alleged environmental conditions at a facility in Knoxville, Tennessee sold by GAF, as successor to Burkart Schier by merger, to PB & S Chemical Company on or about August 27, 1977. The claim relates to alleged contamination at the facility allegedly resulting from solvent and other material handling practices of GAF and Burkart Schier Chemical Company.

Chandler & Chandler v. Nova Chemicals
(Chattanooga, TN)

On or about January 31, 1997, Nova Chemicals filed a third party action against GAF, alleging that to the extent Nova is adjudged liable to the partnership of Chandler & Chandler for contamination of the groundwater located under the Chandlers' property, GAF must indemnify Nova.

TEXAS

ArChem Company Site
(Houston, Texas)

On or about April 1, 1993, GAF received notification that the Texas Water Commission had determined that a release or threatened release of hazardous substances existed at the site and that GAF has been identified as a PRP.

Martinez v. Arco
(Harris County, Texas)

In 1991, a claim was filed arising out of the treatment, storage or disposal of hazardous substances relating to Empak, Inc. in Harris County, Texas. On or about November 24, 1992, a demand for contribution to the settlement of that action was communicated to GAF.

Motco
(LaMarque, Texas)

In or about October 1984, EPA issued GAF notice that it is considered a PRP with respect to hazardous waste products discovered at the MOTCO site in LaMarque, Texas. In a related federal action, in United States v. U.T. Alexander, the United States brought an action against Monsanto and others to recover costs expended at this site. Monsanto has impleaded GAF into this lawsuit.

Odessa Drum
(Odessa, Texas)

On or about September 17, 1992, GAF received notice from the EPA that it was a PRP at the Odessa Drum Co. Site. On or about August 23, 1994, GAF entered into an Administrative Order on Consent concerning this site.

Sheridan Site
(Hempstead, Waller County, Texas)

On or about September 17, 1984, GAF received a notice of its potential responsibility from the Steering Committee set up to effect remediation of the contamination from hazardous substances at the Sheridan Site in Hempstead, Texas. On or about February 6, 1989, EPA issued GAF a notice/information request letter under CERCLA relating to this site.

Tex Tin Site
(Texas City, Texas)

On or about September 18, 1989, EPA issued GAF a request for information letter under CERCLA regarding the presence of hazardous substances at the Tex Tin Site, a tin and copper smelting facility located in Texas City, Texas, operating since the 1940s, which identified GAF as a PRP.

WEST VIRGINIA

Artel Chemical Site
(Nitro, West Virginia)

On or about April 20, 1989, GAF received notice from EPA under CERCLA requesting information concerning GAF's possible involvement with the Artel Chemical Site in Nitro, West Virginia.

Adkisson v. DuPont

EXHIBIT B**GAF INSURANCE POLICIES**

POLICY NO.	INSURANCE CARRIER	TERM
PRIMARY POLICIES		
CLL564203	Commercial Union	10/23/42-10/23/43
LGC635	Sun	10/26/42-01/01/44
LGC1250	Sun	10/23/43-01/01/44
LGC1025	Sun	01/01/44-05/01/44
LGC1026	Sun	01/01/44-05/01/44
LGC1240	Sun	05/01/44-05/01/47
LGC1241	Sun	05/01/44-05/01/47
LB4122	IINA	05/01/49-05/01/52
LB4204	IINA	05/01/52-05/01/61
LB29116	INA	05/01/61-05/01/67
LAB21620	INA	05/01/67-05/01/70
GLP059936	INA	05/01/67-05/01/68
SRL2231	INA	05/01/70-05/01/75
10CYB49704E	Hartford	11/01/81-11/01/82
10CYB49713E	Hartford	11/01/82-11/01/83
10CYB49722E	Hartford	11/01/83-11/01/84
EXCESS POLICIES		
CL12475	Lloyd's	05/01/55-05/01/56
CL12886	Lloyd's	05/01/56-08/01/56
CL13105	Lloyd's	08/01/56-05/01/58
CL14140	Lloyd's	05/01/58-05/01/61
S10818	Commercial Union	05/01/61-05/01/64
E15-8096-001	Commercial Union	05/01/64-05/01/67

POLICY NO.	INSURANCE CARRIER	TERM
020094900	Lloyd's	11/01/79-11/01/82
63-008-303	Northbrook	11/01/81-11/01/82
020138500	Lloyd's	11/01/81-11/01/82
020143800	Lloyd's	11/01/81-11/01/82
020151400	Lloyd's	11/01/82-11/01/83
CC#5661	London Market Companies	05/01/56-05/01/57
CC#5726	London Market Companies	08/01/56-08/01/59
CC#5940	London Market Companies	05/11/58-05/01/61
CL12476	Lloyd's	05/01/55-05/01/56
CL12887	Lloyd's	05/01/56-08/01/56
CL13106 CL13107 CL13108	Lloyd's	08/01/56-05/01/58
5727 5728 5729	Certain Companies Policies	08/01/56-05/01/58
CL14141 CL14142 CL14143 CL14144 CL14145	Lloyd's	05/01/58-05/01/61
5941 5942 5943 5944 5945	Certain Companies Policies	05/01/58-05/01/61.
RDX9561724	Continental Casualty	05/01/61-05/01/64
594/U93543	Lloyd's Excess Policy	05/01/64-05/01/67
XBC 1861	INA	05/01/64-05/01/67
E15-8096-002	Commercial Union	05/01/67-05/01/70
594/U20489	Lloyd's	05/01/67-05/01/70

POLICY NO.	INSURANCE CARRIER	TERM
XBC41610	INA	05/01/67-05/01/70
XCP3686	INA	05/01/70-05/01/73
576/UE2812900	Lloyd's	05/01/70-05/01/73
DCL459375	North River	05/01/70-05/01/73
01XS 1398WCA 01WXN408 01WXN1015	Aetna	05/01/73-05/01/76
XS3677	North River	08/21/74-06/01/76
543/116598 543/116711 543/116811 51044/77	Lloyd's	05/01/76-11/01/78
XS4061	North River	06/01/76-05/15/77
543/116598	Companies Insurance Policy	05/01/76-11/01/78
1186568 1229658	National Union Fire	05/01/76-11/01/78
543/53552/78 543/53553/78 552/184050100	Lloyd's	11/01/78-11/01/81
543/53552/78 543/53553/78 552/184050100	Certain Company and PSAC Policies	11/01/78-11/01/81
552/184220300	Lloyd's	11/01/78-11/01/81
552/184220300	Certain Company and PSAC Policies	11/01/78-11/01/81
020138600	Lloyd's	11/01/81-11/01/82
020151500	Lloyd's	11/01/81-11/01/83

EXHIBIT C

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 1986 by and among GAF Corporation (GAF) and Insurance Company of North America (INA), National Union Fire Insurance Company of Pittsburgh, PA (AIG), and Hartford Accident and Indemnity Company (Hartford) (individually and collectively, the insurers).

PREAMBLE

1. INA, AIG and Hartford provided primary comprehensive general liability insurance to GAF during the respective periods of May 1, 1947 through April 30, 1975 (INA); November 1, 1979 through October 31, 1981 (AIG) and November 1, 1981 through October 31, 1984 (Hartford);

2. GAF, for all purposes relevant herein, is responsible for the administration of the insurance coverage formerly written by the Home Insurance Company and its related companies on a primary level for the period of May 1, 1975 through October 31, 1979 and is self-insured with respect only to environmental insurance coverage subsequent to October 31, 1984;

3. GAF has been presented with claims, has been named as a potentially responsible party in administrative proceedings by the United States Environmental Protection Agency and/or various state agencies charged with the enforcement of environmental statutes and has been named as a defendant in lawsuits, all as a result of its alleged involvement in the generation, handling, storage and/or disposal of hazardous

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

substances and wastes, including those claims, proceedings and lawsuits listed on Exhibit A attached hereto (hereinafter collectively referred to as "Claims");

4. The insurers are in the process of reviewing policies, court papers and other material relevant to the issue of coverage and have not yet agreed on the extent to which GAF is entitled to defense and indemnity in the aforementioned Claims;

5. The parties recognize that the various Claims against GAF may raise certain case specific issues of fact and law;

6. The parties wish to avoid any insurance coverage litigation and believe that a compromise agreement as to their respective responsibilities for defense of the pending Claims, and such future Claims as would come within the scope of this Agreement (hereinafter called "Future Claims") would be to the mutual advantage of the parties;

7. The parties wish to establish a mechanism for:

(a) the orderly review and evaluation of the facts, applicable law and insurance policy language with respect to GAF's Claims and Future Claims in order to determine responsibility, if any, for defense and indemnification;

(b) the efficient management of the defense of those Claims and Future Claims for which an agreement concerning the responsibility to defend has been reached; and

(c) prompt resolution of issues and disputes concerning the rights and obligations of the parties under this Agreement.

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

NOW THEREFORE in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Scope - This Agreement applies to all Claims and Future Claims against GAF.

2. Reservation of Rights - Except as hereinafter set forth, the parties fully reserve all rights and obligations with regard to all issues of defense and indemnity. All parties accept all other parties' reservations of rights and no waiver or estoppel shall arise as a result of the execution of this Agreement or any delay in its having been undertaken nor shall any insurance policy exclusion or other limitation be considered waived.

3. Defense - The insurers agree to pay on behalf of GAF or reimburse GAF or Hartford as the case may be for covered defense costs in accordance with the allocated percentages set forth in Exhibit A to this Agreement. Said percentages were calculated by computing the total number of months between the first date of GAF involvement and the ~~first notice of claim~~ to GAF by any claimant. If an initial investigation by GAF and/or the insurers failed to reveal an exact or approximate initial date of GAF involvement, then the initial date for computing the percentage share of defense costs is the date the site in question first accepted commercial or industrial waste if known and, if not known, the date the site began operation.

After the total number of months, as described above, was computed, each party was assigned a percentage share of

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

covered defense costs based upon, as the numerator, the number of months of the parties' respective coverage periods as described in the first and second paragraphs of the Preamble of this Agreement which fall within, as the denominator, the total number of months from first GAF involvement, first acceptance of commercial or industrial waste or the date the site began in operation (whichever is applicable as set forth above) ~~to the first notice of Claim to GAF by any claimant.~~ The parties agree that the percentage allocation listed in Exhibit A may be modified in accordance with Paragraph 7 below.

~~The parties further agree that~~ Exhibit A will be amended to add Future Claims and the percentage allocations therefore calculated in accordance with this Agreement. The parties also further agree that the method of allocating defense costs is the result of negotiation and compromise and is not to be construed as a statement of any party's position regarding the interpretation of a liability insurance contract and shall not be given any precedential effect in any context other than that encompassed by this Agreement. With respect to Future Claims, the insurers reserve all rights to assert that there is no duty of defense owed to GAF for any specific Future Claim and any reference to allocation of defense costs for Future Claims is not to be construed as an admission that the insurers have agreed to defend any specific Future Claims.

4. Evaluation of Coverage Issues and Management of Defense

(a) Coverage Evaluation - Defense Management Committee - INA, AIG, Hartford and GAF shall each designate a representative to serve on a committee (hereinafter "Committee") which shall meet or confer, either in

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

person or otherwise, in such a manner as they deem appropriate. The purpose of the Committee is to establish a continuing dialogue between GAF and the insurers to discuss and to attempt to resolve all issues and disputes regarding coverage, management of defense and implementation of this Agreement.

(b) Meetings-Priority of Claims - prior to the first meeting of the Committee, GAF shall present to the insurers an agenda of Claims from Exhibit A in an order which reflects GAF's opinion as to the priority in which the Claims should be evaluated. Thereafter, the Committee shall convene and commence discussions to attempt to determine the obligations, if any, of the insurers to indemnify GAF for its liability resulting from these Claims.

(c) Future Claims - the Committee shall review and discuss new Claims against GAF for which GAF asserts that it is entitled to defense and/or indemnity.

(d) Management of Defense - the Committee shall monitor the activities of lead defense counsel, determine whether costs submitted are covered defense costs, review the reasonableness of covered defense costs and address such issues as may arise concerning litigation and settlement strategy or any other matter which the Committee deems appropriate.

(e) Negotiation Process - the parties agree to use their best efforts to reach a prompt resolution of any request for defense or any dispute which may arise

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

under this Agreement and to adhere to a reasonable agenda at meetings of the Committee. It is understood that the negotiation process may involve requests for additional information and documentation, consultation with management and/or submission of certain matters to management for approval. However, the parties each agree that they will seek to expedite resolution of disputes and requests to the greatest extent possible.

5. Lead Defense Counsel - The parties agree that GAF shall choose the lead defense counsel for all Claims and Future Claims. Where appropriate, the lead defense counsel may engage other counsel to render assistance in connection with Claims and Future Claims but only the reasonable counsel fees charged by the lead counsel shall be included as a covered defense costs. Lead defense counsel shall meet or confer with and report to GAF and the insurers in such manner and at such intervals as the parties deem appropriate. Lead defense counsel shall maintain complete and accurate records with respect to each Claim and Future Claim including, but not limited to, all expenditures made in connection therewith. All such records shall be made available on reasonable request to any party to this Agreement. In addition, any party may require the lead defense counsel to provide that party, at the party's expense, with copies of correspondence, reports, discovery documents, pleadings and other such material. For reasons of economy and efficiency, all such requests for records or documents shall be made through GAF. GAF shall forward Claims and Future Claims to the lead counsel of its choosing and at the same time shall notify all insurers that such Claims and Future Claims have been filed or presented and the name of the lead defense counsel retained by GAF in that matter. GAF shall also keep

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

its excess carriers informed to the extent necessary and appropriate with respect to all Claims and Future Claims.

6. Covered Defense Costs - Covered defense costs shall include the reasonable counsel fees charged by the lead defense counsel, litigation expenses and other expenses such as court costs, depositions, investigation costs, witness fees, medical examinations and steering committee or PRP "membership" or administrative fees and expenses, that are directly attributable to the defense of Claims and Future Claims. ~~Covered defense costs shall also include the cost of studies, reports or opinions recommending remedial action, whether such studies, reports or opinions are performed on GAF's behalf or on behalf of all or some of the PRPs in a particular Claim or Future Claim (if the latter, then GAF's proportionate share of such costs), except that costs of remediation studies, reports or opinions done before the claimant does a remediation study, report or opinion are not covered defense costs but rather are considered indemnity costs. Covered defense costs do not include any costs or expenses incurred internally by GAF in monitoring or assisting in the defense of any of the Claims or Future Claims, with the following exceptions:~~

- a. The reasonable costs of travel and expenses by Leonard Pasculli or his designee (but in any event only one person's costs) to attend steering committee meetings, administrative hearings or other meetings or proceedings which GAF determines, in its discretion, should be attended by counsel to protect the interests of GAF.
- b. The reasonable hourly fees and expenses of Mr. Charles Bien for the services of Mr. Bien in the capacity of an expert consultant or prospective expert witness.

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

7. Modification of Allocation of Defense Costs - If in the course of ongoing investigation a party becomes aware of facts indicating that the dates set forth in Exhibit A for Claims are not, in fact, the dates of GAF's involvement, the facts upon which this judgment is based shall be presented in writing to the other parties for consideration. If it is agreed by the Committee that an insurer shall be permitted to decrease its allocable share or to withdraw from participation in the defense of that Claim, the percentage shares of the remaining insurers, including the Home policy years, ~~and GAF as a~~ ~~self-insured~~ for the period after 10/31/84, shall be re-apportioned according to the formula set forth in Paragraph 3 above and utilized in allocating percentage shares set forth in Exhibit A. In the event a party to this Agreement enters into bankruptcy, receivership or similar status, the remaining parties shall bear the bankrupt party's share, and the remaining parties' shares shall be recalculated in accordance with the formula set forth in Paragraph 3 as if the period of the bankrupt party's coverage was not included.

8. Dispute Resolution - It is the parties' intention that any dispute arising concerning the terms, meaning or implementation of the Agreement or concerning the party's rights and obligations with respect to defense for any Claim or Future Claim, shall be determined consensually if possible, and if not possible, by binding arbitration. Notwithstanding the foregoing, the parties agree that the issue of whether or to what extent the insurers shall pay indemnity costs shall not be subject to arbitration. If at any time after the parties have convened, GAF or one or more of the insurers is of the opinion that a voluntary resolution of a dispute will not be reached, then GAF or said insurer(s) shall notify all other parties in

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

Writing of an intention to submit the case to binding arbitration as to GAF and said insurer(s) pursuant to the following procedure:

- (a) The demand for arbitration shall include the name of an arbitrator to be appointed by the party demanding arbitration together with a statement of the matter in controversy. Within thirty (30) days of such demand, the other party shall name an arbitrator and the two arbitrators so selected shall name a third arbitrator within thirty (30) days of the date both arbitrators have been named.
- (b) Each party shall bear its own arbitration costs and expenses.
- (c) The arbitration hearing shall be held at a time and place to be decided by the arbitrators on forty-five (45) days notice to the parties.
- (d) At least thirty (30) days prior to the hearing, the party demanding arbitration shall submit to the arbitrators and to the other party a statement of issues presented, statement of facts and memorandum of law not to exceed thirty (30) pages in length. The other party to the proceeding shall submit to the arbitrators and to the party demanding arbitration a responding statement of issues presented, statement of facts and memorandum of law at least five (5) days prior to the arbitration hearing. The response shall also not exceed thirty (30) pages in length. At least twenty (20) days prior to the arbitration hearing, the

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

parties shall exchange all documents upon which they intend to rely at the arbitration hearing. The arbitration rules and procedures of the American Arbitration Association shall be incorporated by reference herein and the Federal Rules of Evidence shall govern the presentation of evidence therein. Documents submitted to the arbitrators shall be limited to documents relating only to the specific facts underlying or pertaining to the Claim or Future Claim then in issue, and shall not include documents which bear upon the drafting history of the policy (or type of policy) in question, or the interpretation placed or to be placed thereon.

(e) An award rendered by a majority of the arbitrators appointed pursuant to this Agreement shall ~~be final and binding~~ upon the parties to the proceeding and judgment on such award may be entered by either party in any court having jurisdiction. However, any finding of fact or law by any arbitrator shall have no precedential effect in any other dispute, arbitration or litigation. No such finding shall be cited as authority or precedent by any party to this Agreement in any litigation for any purpose other than to enter a judgment on the arbitrator's award.

(f) The parties agree that the arbitration provisions of this Agreement shall be a complete defense to any suit, action or proceeding instituted in any court or before any administrative tribunal with respect to any controversy or dispute so arbitrated in accordance with the provisions of this paragraph.

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

9. Parties' Obligation During Arbitration Proceedings - A demand for arbitration shall only affect GAF and said insurer(s) and shall not affect the obligations of other parties. This Agreement shall remain in full force and effect with respect to all parties for all matters which are not in dispute. The Committee shall continue to use best efforts to adhere to a reasonable agenda for evaluating all matters not in arbitration. ~~If the matter in arbitration is one in which an insurer has contested its obligation to pay defense costs,~~ the Committee shall ~~proceed to formulate an allocated share for~~ that insurer in accordance with Paragraph 3 of this Agreement and the insurer shall pay said allocated share under protest until the conclusion of binding arbitration at which time the Committee shall readjust allocation in accordance with the arbitrator's decision and, if so ordered by the arbitrator's decision, shall return all monies paid under protest without interest to the insurer which prevailed before the arbitrator. No party shall refuse to participate in said Committee because of the pendency of arbitration.

10. Avoidance of Litigation - During the term of this Agreement, no party shall institute any litigation against any other party to this Agreement regarding duty to defend issues for the Claims and Future Claims.

11. Effective Date and Term - This Agreement shall initially be for a term of one year from the above date and shall automatically be renewed for additional terms of one year unless any party gives notice in writing at least ninety (90) days prior to the expiration that it does not wish the Agreement extended. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries and affiliates, successors and assignees.

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

12. Construction - ~~The terms, scope and implementation of this Agreement shall be governed by and construed in accordance with the laws of New Jersey.~~ Each of the parties hereto have participated in the drafting of this Agreement, therefore, the language to this Agreement shall not be presumptively construed against any of the parties hereto. ~~Choice of law with respect to substantive issues of defense coverage shall be decided by the arbitrators.~~

13. Confidentiality - The terms of this Agreement may be disclosed by GAF to its excess insurers and by the insurers to their respective reinsurers but shall otherwise be deemed to be confidential and not be disclosed except as provided herein or as directed by law or with the written consent of all other parties hereto.

14. Notice - All notices and communications in connection with this Agreement shall be directed to the following representatives of the parties:

Mr. Bruce Angelback, Supervisor
The Hartford
SEICO Unit
Hartford Plaza
Hartford, CT 06115

Mr. George Barkman
Claims Management Department
CIGNA Companies
1600 Arch Street - 7HO
Philadelphia, PA 19103

Ms. Norma Kantor, Examiner
AIG Risk Management
50 S. Clinton Street
Post Office Box 1176
East Orange, NJ 07019

Mr. Paul Gallo, CPCU
Casualty Manager
GAF Corporation
1361 Alps Road
Wayne, NJ 07470

15. Amendments - This Agreement may be amended only with unanimous consent of all parties, subject to the provisions of amending Exhibit A as noted in Paragraphs 3 and 7.

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

IT IS UNDERSTOOD and agreed that this Agreement is the product of negotiation and compromise and is not intended to represent the legal position of any of the parties hereto on any issue.

GAF CORPORATION

BY: _____

INSURANCE COMPANY OF NORTH AMERICA

BY: _____

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

BY: _____

HARTFORD ACCIDENT & INDEMNITY COMPANY

BY: _____

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

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GAF CORPORATION

BY: _____

INSURANCE COMPANY OF NORTH AMERICA

BY: _____

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

BY: _____

HARTFORD ACCIDENT & INDEMNITY COMPANY

BY: _____

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

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GAF CORPORATION

BY: _____

INSURANCE COMPANY OF NORTH AMERICA

BY: George J. Barkman

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

BY: _____

HARTFORD ACCIDENT & INDEMNITY COMPANY

BY: _____

DEFENSE AND DISPUTE RESOLUTION AGREEMENT

IT IS UNDERSTOOD and agreed that this Agreement is the product of negotiation and compromise and is not intended to represent the legal position of any of the parties hereto on any issue.

GAF CORPORATION

BY: _____

INSURANCE COMPANY OF NORTH AMERICA

BY: _____

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

BY: _____

HARTFORD ACCIDENT & INDEMNITY COMPANY

BY: James C. Chapple 12/12/51

Regarding Par. 5, The Hartford hereby requests from lead counsel copies of all correspondence, reports, discovery documents, pleadings, and other such materials on all cases subject to this Agreement, at Hartford's expense. Lead counsel will send this material directly to The Hartford.

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
Landfill	12/1/76 (1st alleged GAF involvement from 104 response)	9/4/85 (EPA Notice)	0 0.0%	35 33.0%	24 22.6%	36 34.0%	11 10.4%	106
Brickyard	11/15/77 (1st GAF invoice)	11/15/85 (EPA Notice)	0 0.0%	25 25.5%	24 24.5%	36 36.7%	13 13.3%	98
Mc	11/30/72 (1st GAF invoice)	9/12/84 (EPA Notice)	29 20.4%	54 38.0%	24 16.9%	35 24.6%	0 0.0%	142
vs. Scientific	11/30/72 (1st GAF invoice)	8/22/84 (Complaint served)	29 20.6%	54 38.3%	24 17.0%	34 24.1%	0 0.0%	141
Price's Pit	6/28/72 (Alleged invoice)	4/1/85 (DOJ Notice)	35 22.5%	54 34.8%	24 15.5%	36 23.2%	6 4.0%	155
son v. DuPont	6/28/72 (Alleged invoice)	1/28/85 (Complaint served)	35 23.0%	54 35.5%	24 15.8%	36 23.7%	3 2.0%	152

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
As of 6/15								
rlstadt	10/72 (1st GAF invoice)	5/17/85 (EPA Notice)	30 19.9%	54 35.8%	24 15.9%	36 23.8%	7 4.6%	151
As of 6/15								
ark	10/72 (1st GAF invoice)	2/12/85 (EPA Notice)	30 20.3%	54 36.5%	24 16.2%	36 24.3%	4 2.7%	148
As of 6/15								
ne Pine	1/76 (1st GAF invoice)	2/84 (EPA Notice)	0 0.0%	46 46.9%	24 24.5%	28 28.6%	0 0.0%	98
As of 6/15								
Long Pine	1/76 (1st GAF invoice)	5/85 (Complaint filed)	0 0.0%	46 40.7%	24 21.2%	35 31.9%	7 6.2%	113
ille	1/1/73 (Approx. GAF invl)	3/1/85 (DEC notice)	28 19.1%	54 36.7%	24 16.3%	36 24.5%	5 3.4%	147
v. Broome Co.	1/1/73 (Approx. GAF invl)	6/85 (Notice of potential impleader)	28 18.7%	54 36.0%	24 16.0%	36 24.0%	8 5.3%	150
	Prior to 1/1/47 (GAF Ownership) 1st Date CIGNA cover)	3/7/86 (GAF notice to carriers)	341 72.3%	54 11.4%	24 5.1%	36 7.6%	17 3.6%	472

	BEGINNING DATE	END DATE	CIGVA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
Swego	9/25/74 (1st GAF invoice)	3/1/82 (EPA Notice)	8 9.0%	54 61.0%	24 27.0%	3 3.0%	0 0.0%	89
Satellite Sites	9/25/74 (1st GAF invoice)	12/7/83 (DEC Notice)	8 7.2%	54 48.2%	24 21.4%	26 23.2%	0 - 0.0%	112
Wray, et al (Don Park)	1/75 (Alleged involve- ment per complaint)	6/11/84 (DEC Notice)	4 3.5%	54 47.4%	24 21.0%	32 28.1%	0 0.0%	114
Large Landfill (Jacavazzi)	1/78 (1st alleged GAF involvement)	12/2/85 (EPA Notice)	0 0.0%	23 23.7%	24 24.8%	36 37.1%	14 14.4%	57
Es v. Picillo (FED) v. Picillo (STATE)	1/1/77 (Labels on bottles)	7/22/82 (EPA Notice)	0 0.0%	34 50.8%	24 35.8%	9 13.4%	0 0.0%	67
	12/4/67 (Alleged GAF invl)	10/84 (EPA Notice)	89 43.9%	54 26.6%	24 11.8%	36 17.7%	0 0.0%	203
San Site	4/20/72 (Alleged GAF invl)	9/17/84 (Steering Comm. Notice)	36 24.2%	54 36.2%	24 16.1%	35 23.5%	0 0.0%	149
Brothers	1/70 (EPA records of alleged GAF invl)	8/14/84 (Complaint)	64 36.4%	54 30.7%	24 13.6%	34 19.3%	0 0.0%	176

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
. Pace (im)	7/18/77 (EPA records of alleged GAF invl)	12/9/83 (Complaint)	0 0.0%	28 36.0%	24 31.0%	26 33.0%	0 0.0%	78
	1/1/60 (Landfill opened)	11/1/85 (EPA Notice)	184 59.2%	54 17.4%	24 7.7%	36 11.6%	13 4.2%	311
Tunnel	1/79 (Landfill opened)	12/30/85 (EPA Notice)	0 0.0%	10 11.9%	24 28.6%	36 42.8%	14 16.7%	84
Lower Landfills er, Danielsville (assign: 1/60) (lower)	Early 1960s	4/28/83 (EPA Notice)	184 65.7%	54 19.3%	24 8.6%	36 6.4%	13 0.0%	290
	1/70 (Landfill opened)	11/22/85 (EPA Notice)	64 33.5%	54 28.3%	24 12.6%	36 18.8%	13 6.8%	191
. Barnett (ve)	11/28/72 (State Records)	11/82 (Amended petition adding GAF)	33 24.8%	54 44.6%	24 19.8%	13 10.8%	0 0.0%	124
	NO INFORMATION	10/11/84 (EPA Notice)	25%	25%	25%	25%	0	

	BEGINNING DATE	END DATE	CIGNA Up to 11/1/81	BOME 5/1/75 to 11/1/84	AIG 11/1/79 to Present	HARTFORD 11/1/81 to	GAF 11/1/84 to	Total Months
and Sand & Gravel	3/23/71 (Galaxy's 1st use- GAF shipped to Marisol who shipped to Galaxy)	5/21/86 (1st notice from Clean Sites)	47 26.1%	54 30.0%	24 13.3%	36 20.0%	19 10.6%	180
s Engineering	2/8/78 (1st known use by GAF)	4/8/86 (EPA Notice)	0 0.0%	21 21.4%	24 24.5%	36 36.7%	17 17.4%	98
s Street	Approx. 1960 Assign: 1/1/60	12/6/83 (NY DEC Notice)	184 64.1%	54 18.8%	24 8.4%	25 8.7%	0 0.0%	287
outh 40	Before: 3/31/78 Assign: 1/1/60	4/24/86 (BASF Notice)	184 58.2%	54 17.1%	24 7.6%	36 11.4%	18 5.7%	316
Resins	NO INFORMATION	9/15/86 (104 Letter)	20.0%	20.0%	20.0%	20.0%	20.0%	
rtbel	1/1/73 (Alleged GAF invl)	8/4/86 (1st notice from owner)	29 17.7%	54 32.9%	24 14.6%	36 22.0%	21 12.8%	164

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
Gate	1960s (Assign: 1/60)	5/3/84 (EPA Region II request for information)	184 62.8%	55 18.8%	24 8.2%	30 10.2%	0 0.0%	293
Brook	NO INFORMATION	7/7/86 (Letter from Steering Committee)	20.0%	20.0%	20.0%	20.0%	20.0%	
	6/1/76 (Alleged GAF invl)	2/11/86 (104 Letter)	0 0.0%	41 33.9%	24 19.8%	36 29.8%	20 16.5%	121

GAF CORPORATION
CLAIMS HARTFORD DOES NOT FRONT
"Exhibit B" - 10/1/93

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
y Flats	9/17/71 - (1st GAF involvement)	12/1/86 (104 Letter)	45 24.5%	54 29.3%	24 13.0%	36 19.6%	25 13.6%	184
cial. Control	NO INFORMATION	3/11/87 (104 Letter)	20.0%	20.0%	20.0%	20.0%	20.0%	
erty's Bald Knob	1/73	5/7/87 (104 Letter)	29 16.8%	54 31.2%	24 13.9%	36 20.8%	30 17.3%	173
our Recycling	7/15/77 (1st GAF involvement)	10/14/87 (104 Letter)	0 0.0%	28 22.6%	24 19.4%	36 29.0%	36 29.0%	124
ersity Ave ester City	1/1/50 (Alleged Dump Date)	7/28/87 (1st Notice)	245 62.5%	54 13.8%	24 6.1%	36 9.2%	33 8.4%	392
Bound Brook	1/67 (GAF Ownership)	1/8/88 (1st Notice)	101 39.8%	54 21.2%	24 9.4%	36 14.2%	39 15.4%	254
& Lombard	1/62 (Assigned-Date Landfill Opened)	11/16/87 (104 Letter)	161 51.6%	54 17.3%	24 7.7%	36 11.5%	37 11.9%	312
abriel Valley	NO INFORMATION	1/88 (1st Notice)	20.0%	20.0%	20.0%	20.0%	20.0%	
a	1/74 (1st GAF involvement)	1/27/88 (104 Letter)	17 10.0%	54 31.8%	24 14.1%	36 21.2%	39 22.9%	170
al Refining	1/76 (1st GAF shipment)	9/26/88	0 0.0%	47 30.7%	24 15.7%	36 23.5%	46 30.1%	153

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
er	1/65 (Date Landfill Opened)	2/23/88 (104 Letter)	125 44.8%	54 19.4%	24 8.6%	36 12.9%	40 14.3%	279
ro-Chem	1/31/81 (GAF Involvement)	7/29/87 (104 Letter)	0 0.0%	0 0.0%	11 13.8%	36 45.0%	33 41.2%	80
head Site	1/70	6/13/88	65 29.3%	54 24.3%	24 10.8%	36 16.2%	43 19.4%	222
	1/72	9/28/88	41 20.4%	54 26.9%	24 11.9%	36 17.9%	46 22.9%	201
ay Road	6/1/71	9/2/88	48 23.1%	54 26.0%	24 11.5%	36 17.3%	46 22.1%	208
rs	5/11/71	4/6/88	49 24.0%	54 26.5%	24 11.8%	36 17.6%	41 20.1%	204
y Mines	1/78 (1st GAF Shipment)	2/10/89 (122(e) letter)	0 0.0%	23 17.2%	24 17.9%	36 26.9%	51 38.0%	134
tt/Hayford	1/73 (1st GAF Involvement)	9/28/88	29 15.4%	54 28.6%	24 12.7%	36 19.0%	46 24.3%	189
rs Property	1/71 (1st GAF Involvement)	1/89 (1st contact)	53 24.4%	54 24.9%	24 11.1%	36 16.6%	50 23.0%	217

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
el Chemical Site	1/72 (1st Known Shipment)	9/28/88 (EPA contact)	41 20.3%	54 26.7%	24 11.9%	36 17.8%	47 23.3%	202
city Oil	4/16/81 (1st Known Shipment)	11/7/89 (104 letter)	0 0.0	0 0.0	7 6.9%	36 35.3%	61 57.8%	102
ta-Foam	6/6/71 (Disposal Fm Joilet)	1/23/89 (Notice fm Atty)	48 22.5%	54 25.4%	24 11.3%	36 16.9%	51 23.9%	213
rance	Not known	6/2/89 (1st notice)	20.0%	20.0%	20.0%	20.0%	20.0%	
tron, Inc.	9/24/79 (1st Shipment-Linden)	6/30/89 (1st notice)	0 0.0	2 1.7%	24 20.3%	36 30.5%	56 47.5%	118
is Groundwater	1/1/67 (GAF Ownership)	11/14/89 (Notice fm Mass)	101 36.9%	54 19.7%	24 8.8%	36 13.1%	59 21.5%	274
y's Creek	10/72 (See Carlstadt)	10/89 (1st notice)	30 14.7%	54 26.5%	24 11.8%	36 17.6%	60 29.4%	204
is Transfer	1978 (DEP records)	5/7/90 (1st notice)	0 0.0	23 15.3%	24 16.0%	36 24.0%	67 44.7%	150
o Container	No Info	2/6/90 (Notice fm Atty)	20.0%	20.0%	20.0%	20.0%	20.0%	
Creek	12/75 (1st Use)	9/16/89 (Notice fm Steering Committee)	0	46 28.2%	24 14.7%	36 22.1%	57 35.0%	163
age	1972 (Landfill Opened)	5/10/90 (3rd Party Complnt)	29 13.8%	54 25.7%	24 11.4%	36 17.2%	67 31.9%	210

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOME 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
Tin	12/68 (1st GAF involvement)	5/10/90 (104 letter)	77 31.0%	54 21.8%	24 9.7%	36 14.5%	57 23.0%	248
up's Quarry	No Info	3/16/90 (104 letter)	20.0%	20.0%	20.0%	20.0%	20.0%	
sol	1/60 (1st GAF involvement)	1/17/92 (104 letter)	185 48.0%	54 14.0%	24 6.2%	36 9.3%	87 22.5%	386
Oil	2/80 (1st GAF involvement)	6/25/91 (104 letter)	0 0	0 0	21 15.3%	36 26.2%	80 58.5%	137
Card	5/85 (Acquired Nashville)	7/91 (Notice)	0 0	0 0	0 0	0 0	84 100%	84
onix	No info	No Info	20.0%	20.0%	20.0%	20.0%	20.0%	
ler	1977 (1st use of Simons)	6/91 (Legal notice)	0 0	32 18.6%	24 14.0%	36 20.9%	80 46.5%	172
or Road	4/20/81 (1st use of Wste Mgt)	7/91 (RFI letter)	0 0	0 0	7 5.6%	36 29.0%	81 65.4%	124
Chemical	1/1982 (Site opened)	7/10/91 (104 letter)	0 0	0 0	0 0	34 29.6%	81 70.4%	115
Marbletop Road (his)	1/70 (EPA records of alleged GAF involve.)	8/14/84 (Complaint)	64 36.4%	54 30.7%	24 13.6%	34 19.3%	0 0	176
us Farm (his)	1/70 (EPA records of alleged GAF involve.)	8/14/84 (Complaint)	64 36.4%	54 30.7%	24 13.6%	34 19.3%	0 0	176

	BEGINNING DATE	END DATE	CIGNA Up to 5/1/75	HOMER 5/1/75 to 11/1/79	AIG 11/1/79 to 11/1/81	HARTFORD 11/1/81 to 11/1/84	GAF 11/1/84 to Present	Total Months
our	1/68 (Acquired facility)	4/93	89 29.4%	54 17.8%	24 7.9%	36 11.9%	100 33.0%	303
ican Felt & Filter	1/69 (1st Operation)	10/91 (Notice fm Owner)	77 28.0%	54 19.6%	24 8.7%	36 13.1%	84 30.6%	275
l (Mill Creek)	12/75 (GAF 1st use)	9/26/89 (Notice fm Steering Committee)	0 0	46 28.2%	24 14.7%	36 22.1%	57 35.0%	163
ard roester)	1/1/50 (Plant start date)	7/28/87 (1st Notice)	245 62.5%	54 13.8%	24 6.1%	36 9.2%	33 8.4%	392

EXHIBIT D

CLAIMS SUBJECT TO GAF, INA AND HARTFORD DEFENSE AGREEMENT

Adkisson v. DuPont
American Felt & Filter
Amnicola Dump
Artel Chemical Site
Bald Knob Landfill
BASF - South 40 LPP Site
Berry's Creek
Boarhead Farm Site
Butler Tunnel
Charles Street Lot
Chemical Control - Federal Claim
Chemical Control - State Claim
Chemsol
Chrin Landfill
Colesville Landfill
Cunard Lower Landfills (Oplinger, Danielsville, Cunard Lower)
Distler Farm Site & Brickyard Site
Dorney Road/Oswald's Landfill
East Bethel Sanitary Landfill
Enviro-Chem
Fields Brook
Findett/Hayford-LPP Bridge Road Site
Flowers Property
Gallup's Quarry
G.E.M.S.
General Refining
Hardage Landfill
Helen Kramer Landfill
Heleva Landfill
Hills v. Broome County
Insta-Foam Products Facility
Kane & Lombard Site
Kenney v. Scientific
Kin-Buc Landfill
Linden Facility
Lone Pine Landfill
Lowrance
Lowry Landfill
Marvin Jonas Transfer Station
Maryland Sand, Gravel & Stone

EXHIBIT D

CLAIMS SUBJECT TO GAF, INA AND HARTFORD DEFENSE AGREEMENT

(continued)

Mathis Brothers Landfill
Maxey Flats Nuclear Disposal Site
Metro Container
Mill Creek Dump
Millis Groundwater
Motco
Novacor (Chattanooga Facility)
Novak Landfill
Old Forge Landfill
O'Neil v. Picillo
Picillo Landfill
Pollution Abatement Services (PAS) - Oswego
Pollution Abatement Services - Fulton Terminal
Pollution Abatement Services - Clothier
Pollution Abatement Services - Volney
Peak Oil
PJP Landfill
Price's Pit
Reeser's Landfill
San Gabriel Valley (Area 1)
Scientific Chemical Processing, Inc. - Carlstadt
Scientific Chemical Processing, Inc. - Lone Pine
Scientific Chemical Processing, Inc. - Newark
Seaboard Chemical
Seymour Recycling
Shaver's Farm (Mathis)
Sheridan Site
Silresim
Silsonix Corporation
South Bound Brook (Towpath)
South Bound Brook (Main Street)
South Bound Brook (Canal Road)
South Marble Top Road (Mathis)
Spectron, Inc.
Stotler Landfill
Syncon Resins
Syndey Mines
Tate Cove
Taylor Road Landfill
Tex Tin Site

Tri City Oil Conservationist Corp.
United States v. Riehl (Mill Creek)
University Avenue - Gloucester City
Vailsgate
Vanguard (Gloucester)
White Chemical Corporation

EXHIBIT E

CLAIMS NOT SUBJECT TO GAF, INA AND HARTFORD DEFENSE AGREEMENT

ArChem Company Site
Bay Drums
Bridgestone/Firestone, Inc. v. Bd. of County Comm.
Carolawn
CEC Bridgewater Facility
Chandler & Chandler v. Nova Chemicals, Inc.
Chickamanga Road Site
Erie Plant
Franklin Realty Site
Frenkel v. GAF
Global Landfill
Gloucester City
Hinson Chemical Superfund Site
International Paper Corporation
LCP Property
Loeffel Landfill
Maline Creek
Marble Top Road
Martinez v. Arco
Middlesex Landfill
North Hawthorne Dump
Oak Grove Sanitary Landfill
Odessa Drum
Oliver Landfill
Omega Chemical
Organic Chemicals Site
P B & S Chemical Company, Inc.
Piccolini
Polak v. Borough of Sayreville, et al.
Revere Chemical
Sayreville Landfill
SC Holdings Inc. v. A.A.A. Realty Co.
Stein v. GAF
Tampa Stillyard
Town of New Windsor v. Tesa Tuck, Inc.
Transtech Industries, Inc. v. A & Z Septic Clean
Tri-City Barrels
3353 San Fernando Road

6/14/72

AGREEMENT made this 16 day of June 1972,

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called
"SELLER" or "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care
of Shanley & Fisher, 570 Broad Street,
Newark, New Jersey (herein called
"PURCHASER" or "LCP");

W I T N E S S E T H:

1. The SELLER agrees to sell and convey, and the
PURCHASER agrees to purchase, all that piece or parcel of land
with the buildings, plant, equipment and improvements thereon
erected, situate, lying and being in the City of Linden, County of
Union, and State of New Jersey, described in Exhibit A attached
hereto and forming part hereof, all of which are hereinafter
sometime collectively referred to as the "Premises."

The buildings, plant, equipment and improvements
to be conveyed shall include the facilities located on the land which
heretofore were utilized by SELLER for the manufacture of chlorine,

caustic soda and associated products.

2. The price is \$5,100,000 payable as follows:

(a) \$100,000 on the signing of this Agreement, by check subject to collection, the receipt of which is hereby acknowledged. If PURCHASER breaches its obligation to consummate the transactions contemplated herein, SELLER shall have any and all rights and remedies which the law provides including, without limitation, the right to retain the down payment provided herein. Subject to the provisions of Paragraph 10 hereof, if SELLER breaches its obligation to consummate the transactions contemplated herein, PURCHASER shall be entitled to recovery of the \$100,000 down payment herein provided and shall have any and all rights and remedies which the law provides.

The purchase price shall be allocated as provided in Schedule I annexed hereto.

(b) \$5,000,000 by bank check in New York Clearing House Funds on delivery of the Deed and Bill of Sale as hereinafter provided.

3. The following are included in this sale:

(a) 3,540 flasks of Mercury on an "as is, where is" basis (essentially all such flasks being stored in a

warehouse in Brooklyn, New York) and any residue of Mercury contained in the cells located in the buildings known as buildings 230 and 240.

(b) Spare parts on an "as is, where is" basis located in the existing facilities plus spare parts purchased for the chlorine caustic facilities and which (i) are located in SELLER's buildings known as buildings 35 and 47; (ii) consist of anodes wherever located, and (iii) consist of angle valves for chlorine tank cars and are located at S & W Machine, Elmer, New Jersey. The equipment set forth on Exhibit F attached hereto and made part hereof now located on that part of the SELLER's property referred to as the Nopco parcel are also included in this sale. Property being purchased hereunder not physically located on the Premises will be delivered to the Premises by GAF, at its expense, at such time or times as are mutually convenient to the parties

except for the Mercury referred to in paragraph (a) above and the spare parts at S & W Machine, Elmer, New Jersey which shall be picked up by PURCHASER at its expense.

(c) SELLER will grant rights to PURCHASER, to the extent permitted by such instruments, under any and all technical agreements and licenses and will furnish to PURCHASER all technical and engineering documents, drawings and like data, including know-how, which SELLER possesses and which relates to the chlorine caustic operation. SELLER will grant to PURCHASER an immunity from suit with respect to the patents, patent applications and patent proposals listed as Item 20 in Exhibit G, attached hereto and made part hereof. In the event LCP obtains a patent or patents for an improvement or improvements pertaining to the subject matter claimed in the inventions for which LCP is granted an immunity from suit hereunder, LCP agrees to grant to GAF a royalty-free non-exclusive license together with the right to grant sublicenses to make, use and sell the inventions of such patent or patents for the full term or terms thereof, provided that GAF shall pay to LCP fifty (50%) percent of any royalties received by GAF under any such sublicenses granted by GAF. SELLER will grant to PURCHASER all of its rights, licenses and immunities with respect to the processes employed,

technical information and know-how in the operations of the chlorine caustic plants which it received from Vickers Krebs Limited under contract dated September 21, 1961 and from Krebs & Cie, Paris, under contract dated April 12, 1967 and SELLER represents that it has the right to make such grant. Exhibit G contains a list of the technical agreements, licenses and patents, technical and engineering documents, drawings and like data set forth above, which list SELLER believes is complete. SELLER does not represent that said list is complete or that SELLER now has in its possession all of the items included in said list, but agrees to conduct, prior to Closing, a search of its files and to deliver to PURCHASER all of such material which its search discloses. SELLER makes no representation that utilization of the above described instruments and other documents will enable PURCHASER to successfully operate the chlorine caustic facilities, and, in particular, the facilities located in building 240, but, to SELLER's knowledge, such instruments and other

documents include all such instruments and documents used by SELLER in its operation of such chlorine caustic facilities, and SELLER has no knowledge of any claims asserted by third parties with respect to the use thereof. SELLER shall have no obligation and shall not be subject to any liability with respect to PURCHASER's utilization of the technical advice or know-how furnished to PURCHASER hereunder. PURCHASER shall have no obligation and shall not be subject to any liability with respect to SELLER's utilization of such technical advice or know-how prior to the Closing. The provisions of this subparagraph (c) shall survive Closing.


(d) SELLER agrees that it will not, while this agreement is in effect, remove any equipment, machinery, furniture, fixtures or parts from the Premises. SELLER agrees prior to Closing to return to the Premises those items set forth on Exhibit H attached hereto and made part hereof.

4. The Premises are to be sold and conveyed subject to:

(a) Zoning regulations and ordinances of the City of Linden, Union County, New Jersey, which are not violated by existing structures thereon and the use thereof; provided, however, that no representations are made as to compliance with any regulations of any governmental authority, local, state or federal, or any agency or department thereof,

having jurisdiction relating to air and water pollution or the health and safety of employees.

(b) Covenants, easements, rights of way and restrictions set forth in Exhibit B attached hereto and made part hereof. Other covenants, easements, rights of way and restrictions of record which do not prohibit use of the Premises for chlorine caustic production and do not render title to the Premises unmarketable. SELLER agrees from and after the date hereof not to place any covenants, easements, rights of way or restrictions against or upon the Premises except as herein provided. Easements and rights of way granted by PURCHASER to SELLER pursuant to provisions of this Agreement relating to ingress and egress in, over and through the Premises by SELLER, the transport of effluent, utilities and energies and access to and use of railroad facilities and roadways.

 (c) Facts which are disclosed by the survey by Grassmann, Kreh & Mixer, dated February 15, 1972 and Numbered H-5966-³/~~2~~, latest revision dated ~~March 27~~^{JUNE 14}, 1972, a copy of which is attached as Exhibit C.

(d) Outstanding orders to the extent if at all applicable listed on Schedule III attached hereto and made part hereof which SELLER represents are the only outstanding orders of which it has knowledge, and regulations of any governmental authority, local, state or federal, or any agency or department thereof, having jurisdiction relating to control of air

and water pollution and the health and safety of employees. It is understood that SELLER makes no warranty or representation that operation of the facilities will be in compliance with any such orders or regulations. PURCHASER shall have no responsibility with respect to any failure by SELLER to comply with such orders or regulations prior to the Closing hereunder, provided, however, that SELLER shall have no obligation to bring the operations of the facilities into compliance with such orders or regulations and PURCHASER agrees to assume all responsibility for such compliance from and after the Closing with respect thereto. The provisions of this subparagraph (d) shall survive Closing.

(e) Rights or estate of the United States of America in and to that portion of Premises lying waterward of the high water mark line of Arthur Kill. Rights or estate of the State of New Jersey in lands and creeks lying below the original mean high water mark and to that portion of Premises deemed to be meadowlands heretofore flowed by tide. In the event that PURCHASER purchases from the State of New Jersey or the United States of America the State's or United States Government's claimed rights, if any, to any part of such lands and creeks then PURCHASER shall bear the first \$125,000

of the cost of such purchase and any additional cost of such purchase shall be borne equally by PURCHASER and SELLER and this provision shall survive the Closing.

5. The Deed to be delivered shall be a Bargain and Sale Deed with covenants against grantor's act in proper statutory form for recording and shall be duly executed and acknowledged so as to convey to PURCHASER on the day of Closing good and marketable title to the real property included in this sale free and clear of liens, encumbrances, covenants, restrictions, rights of way and easements, except as herein provided. The SELLER shall pay the New Jersey Realty Transfer Tax.

Water and sewer taxes and similar charges and electric power and other utilities and similar charges incurred and accrued with respect to the Premises shall be prorated as of the date of Closing. Since the Premises as such (comprising part of a larger tract owned by SELLER) have not been heretofore assessed and taxed as a separate parcel, real estate taxes with respect to the Premises will be prorated as of the date of closing in accordance with Schedule II attached hereto. If any of such items cannot be prorated completely because final bills are not available, final adjustments shall be made after Closing when final bills are available.

Personal property shall be conveyed by a Bill of Sale in proper form which upon its execution and delivery will effectively convey and transfer title to the assets of SELLER purported to be conveyed thereby free of liens, claims and encumbrances except as herein provided. SELLER will be responsible for the New Jersey State sales tax, if any, incurred with respect to the aforesaid transfer of assets and this obligation shall survive delivery of the Bill of Sale.

The parcel being conveyed being part of a larger parcel of property owned by SELLER, approval of a subdivision by the governing body of the City of Linden, shall be a condition to consummation by the parties of the transactions contemplated herein. SELLER duly made an application for approval of a subdivision and at a regular public meeting on May 16, 1972, the Council of the City of Linden approved the recommendation of the Planning Board of the City of Linden classifying and approving the subdivision. Notice of said approval was published on May 25, 1972. A copy of the notice and affidavit of publication has been delivered to PURCHASER. The parties recognize that the approval of the subdivision is subject to attack by appeal for a period of forty-five (45) days from date of publication and agree that if an appeal is taken for any reason from such subdivision approval and such appeal is pending on the date of Closing hereunder that PURCHASER or SELLER shall have the option to terminate this Agreement, the option to be exercised

not later than August 1, 1972.

6. That part of the Premises comprising the buildings, plant, equipment and improvements are to be sold on an "as is, where is" basis without any warranty or representation whatsoever, including any warranty of fitness for a particular use or of merchantability. The PURCHASER acknowledges that it has inspected the plant, equipment and improvements on the Premises and is apprised of the condition thereof.

7. Additional provisions and documents relating to Sale:

A. Fencing of Premises. No later than thirty (30) days after Closing PURCHASER, at its expense, shall enclose portions of the Premises with a fence of a quality and type substantially the same as the fence which now encloses SELLER's land, including necessary and appropriate security gates for roads and railroad crossings, and will enclose other portions of the Premises with a boundary line fence. PURCHASER's fence will be as indicated on Exhibit D attached hereto. PURCHASER at all times, at its expense, shall keep said fences in good repair. Any part of SELLER's existing fence requiring repair because of PURCHASER's installation of its fence shall be done by PURCHASER at its expense. The provisions of this subparagraph A shall survive the Closing.

B. Roads, Lease of Caustic Tank and Dock Facilities on Arthur Kill. SELLER shall deliver to PURCHASER, at Closing, a right of way for ingress and egress to and from the Premises in common with SELLER and others over that part of Linde Road, designated on Exhibit D, on the terms and in the form attached hereto as Exhibit E-1.

SELLER and PURCHASER shall deliver to each other at Closing (i) a right of way for ingress and egress through and across the Premises and lands of SELLER through the roadway known as Avenue B as designated on Exhibit D; (ii) a right of way to PURCHASER through Avenue C to Fifth Street to Avenue B and an additional right of way from Avenue B east on Fifth Street to the area including the turn around area on which a 500,000 gallon caustic tank is located, (which right shall cease when the lease of said caustic tank to PURCHASER expires) all as designated on Exhibit D; and (iii) a right of way to SELLER over the roadways known as Eighth Street and Avenue D as designated on Exhibit D for access to the Liming Neutralization Station located on SELLER's land to continue only until SELLER abandons operations of the Liming Neutralization Station located on SELLER's land, all on the terms and in the form annexed hereto as Exhibit E-2.

SELLER shall lease to PURCHASER the use of the said 500,000 gallon caustic tank and grant an easement for a pipeline from the Premises to said caustic tank on the terms and in the form annexed

hereto as Exhibit E-2.

SELLER is now a party to an agreement with E. I. duPont de Nemours & Company for the use of dock facilities on the Arthur Kill including a right of way for a pipeline from the said caustic tank to the dock facilities, which agreement has a term expiring December 31, 1973. SELLER and PURCHASER agree that PURCHASER will negotiate a new lease agreement and right of way for a pipeline over lands of duPont and that the existing agreement between SELLER and duPont shall be terminated.

C. Railroad Facilities. The parties agree to enter into separate sidetrack agreements with The Central Railroad of New Jersey covering those portions of railroad tracks on their respective lands and also an operating agreement with The Central Railroad of New Jersey relating to movement of cars over the tracks on their respective lands. Such agreements are in process of preparation by said railroad company.

SELLER shall deliver to PURCHASER at Closing, (i) a right of way to use not more than 800 feet of the railroad track on SELLER's land designated as Track 2B on Exhibit D, for storage of empty chlorine cars, and (ii) a right of way over and the right to store cars on Tracks 5 and 6 located on SELLER's land as designated on Exhibit D, on the terms and in the form annexed hereto as Exhibit E-3.

PURCHASER shall deliver to SELLER at Closing a right of way over the railroad tracks on the Premises designated on Exhibit D as Tracks 1, 3, 3A, 3B, 3B1, 4, 4A, 4B, 5 and 6 and the right to store railroad cars on Tracks 5 and 6 on the terms and in the form attached hereto as Exhibit E-3.

D. Electricity. Electrical power for the facilities located on the Premises and for facilities located on SELLER's land is provided through a Sub-station which is located on the Premises. PURCHASER and SELLER agree to enter into an agreement providing for the take over of certain equipment located in said Sub-station and the joint use of said Sub-station on the terms and in the form attached hereto as Exhibit E-4.

E. Water. Potable and production fresh water for the facilities on the Premises are supplied by a tap-in to a sixteen (16") inch and a twelve (12") inch water main of Elizabethtown Water Company. PURCHASER will make its own arrangements for supply of such water with the supplier.

PURCHASER agrees to deliver to SELLER at Closing an agreement providing for the supply of salt water, on the terms and in the form attached hereto as Exhibit E-5.

F. Steam. SELLER agrees to deliver to PURCHASER at Closing an agreement providing for the supply of steam to PURCHASER on the terms and in the form attached hereto as Exhibit E-5.

G. Air. SELLER shall deliver to PURCHASER at Closing an agreement providing for a supply of air to PURCHASER on the terms and in the form attached hereto as Exhibit E-5.

H. Nitrogen. Nitrogen was supplied to facilities on the Premises by pipeline from Linde Division of Union Carbide. PURCHASER will make its own arrangements for supplying of Nitrogen.

I. Car Leases. SELLER is a party to various rental agreements for railroad cars for use in the chlorine caustic operations. SELLER agrees to sublease to PURCHASER certain of said cars on the terms and in the form attached hereto as Exhibit E-6.

J. Purchase Commitments. SELLER has issued certain purchase orders for various parts relating to the facilities on the Premises. SELLER agrees to assign to PURCHASER and PURCHASER agrees to accept an assignment and assumption of those certain purchase orders on the terms and in the form attached hereto as Exhibit E-7.

K. Lease of Land for Hydrogen Facility Operated by Linde Division of Union Carbide. SELLER is party to a lease with Linde Division of Union Carbide for a parcel of land indicated on Exhibit D on which Union Carbide operates a hydrogen packaging facility. SELLER has heretofore supplied hydrogen as a by-product of the facilities on the Premises to Linde Division of Union Carbide pursuant to an agreement. SELLER and PURCHASER agree that PURCHASER will negotiate for a new lease and hydrogen supply agreement with Linde Division of Union Carbide and the existing lease and supply agreement between SELLER and Linde Division of Union Carbide shall be terminated.

L. Additional Rights of Way and Easements. PURCHASER agrees to grant to SELLER on the terms and

in the form attached hereto as Exhibit E-8 rights of way and easements for electric lines and poles.

SELLER and PURCHASER agree to grant reciprocal rights to each other and to Public Service Electric & Gas Company of New Jersey for rights of way to electric lines and poles over each others lands if such should become reasonably necessary in the future in order to obtain a supply of electricity for operations of facilities on each of their respective lands, and provided same do not unreasonably interfere with the use of each party's respective lands. The provisions contained in this subparagraph shall survive Closing.

M. Flume and Outfall Ditch for Effluents.

Wastewater effluents from the facilities on the Premises and on lands of SELLER now flow through the flume and outfall ditch as indicated on Exhibit D. PURCHASER shall grant to SELLER the right to use the flume and outfall ditch in common for the disposal of wastewater effluents into Arthur Kill on the terms and in the form attached hereto as Exhibit E-9. It is understood

that SELLER and PURCHASER shall each be responsible for the type and characteristics of wastewater effluents so discharged by it, for respective obtaining of permits to discharge into Arthur Kill and for respective compliance with rules, regulations and orders for pollution control of any governmental authorities, local, state or federal having jurisdiction. SELLER, at its option, may at any time discontinue using said outfall ditch. The provisions of this subparagraph shall survive Closing.

N. PURCHASER agrees to grant to SELLER at Closing a right of way and easement 50 feet in width across the Premises as designated on Exhibit C, for a roadway and pipelines on the terms and the form attached hereto as Exhibit E-10.

8. The Closing for the transactions contemplated by this Agreement shall be held on July 14, 1972, at the offices of SELLER, 140 West 51st Street, New York, N. Y. at 10:00 A. M.

Either SELLER or PURCHASER, by written notice to the other, shall be entitled to postpone the Closing for legal, technical or other bona fide reasons provided that, subject to

Paragraph 9 hereof, the Closing shall be held no later than August 1, 1972.

9. PURCHASER, at its expense, shall cause a title search to be made and shall advise SELLER in writing of any exceptions or objections to title disclosed by such report promptly but not later than five (5) days before the scheduled Closing Date or any agreed upon adjournment thereof. SELLER shall have a right to a reasonable adjournment of the Closing to attempt to cure any such exceptions or objections not to exceed sixty (60) days. PURCHASER shall have the right to inspect all title documents in SELLER's possession relating to the Premises and SELLER agrees, at its expense, to furnish a copy to PURCHASER of such documents as PURCHASER may request with respect to the aforesaid title search. Such instruments shall be furnished as an accommodation without any representation or warranties with respect thereto, it being understood PURCHASER shall make its own title searches.

10. If SELLER for any reason is unable to deliver good and marketable title subject to the terms, conditions and provisions provided herein, SELLER's sole liability shall be to refund to the PURCHASER the payment made on account as provided for herein.

11. If prior to the Closing Date all or a "material" part of the Premises is destroyed by fire or other casualty, either party may, by written notice to the other, elect to cancel this Agreement prior to the Closing Date. In the event that either party shall so elect, both parties shall be relieved and released of and from any further liability hereunder, and the SELLER shall forthwith repay to the PURCHASER the down payment received hereunder. A destruction of a "material" part of the Premises shall be deemed to have occurred for the purposes hereof if operation of the facilities on the Premises for production and shipment of chlorine and caustic are impaired and substantial completion of repairs occasioned by such destruction cannot be reasonably accomplished within a period of sixty (60) days after the occurrence thereof or if such repairs require a payment of in excess of \$250,000 for the completion thereof. Unless this Agreement is so cancelled, it shall

remain in full force and effect, and the Closing shall take place as originally scheduled but the purchase price provided herein shall be abated by an amount equal to the proceeds of any insurance collected by SELLER plus any deductible or, in the event the insurance proceeds have not been collected by SELLER at time of Closing, there shall be an abatement in purchase price equal to 90% of the "replacement value" of the destroyed Premises if PURCHASER notifies SELLER of its intention to replace and proceeds to accomplish same, or 90% of the "actual cash value" of the destroyed Premises if PURCHASER notifies SELLER of its intention not to so replace. "Replacement value", "actual cash value", time and cost of repairs shall be determined by such appraisers or other third parties as are mutually satisfactory to the parties hereto. The cost and fees of any such appraiser or other third party shall be borne equally by the parties hereto. The Closing Date shall be adjourned until the amount of abatement in purchase price shall be so determined. Upon final receipt by SELLER of the insurance proceeds related to the loss in question, the SELLER shall pay to PURCHASER any excess of such proceeds over the amount of the abatement in purchase price and PURCHASER shall return to SELLER any short fall in such proceeds in relation to the amount of the abatement in purchase price.

If prior to the Closing Date an immaterial part of the Premises is destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement and the purchase price provided herein shall be abated in the manner hereinabove provided with final adjustment in payment between the parties to be made as above provided upon final receipt by SELLER of the insurance proceeds related to the loss in question.

If prior to the Closing Date all or a "material" part of the Premises are taken in condemnation proceedings or by right of eminent domain, the SELLER shall promptly notify PURCHASER thereof and either party may by written notice to the other elect to cancel this Agreement prior to the Closing Date. In the event that either party shall so elect both parties shall be relieved and released of and from any further liability hereunder and the SELLER shall repay to the PURCHASER the down payment received hereunder. A taking of a "material" part of the Premises shall be deemed to have occurred for the purpose hereof under the same conditions set forth above with reference to destruction by fire or other casualty. Unless this Agreement is so cancelled it shall remain in full force and effect and the Closing shall take place as originally scheduled and there shall be an abatement or adjustment of the purchase price equal to the amount of any award for such

condemnation or taking which represents damages for loss of the Premises if the amount of award has then been fixed or if not fixed an amount equal to the estimated damage to be determined by such appraisers or other third parties as are mutually satisfactory to the parties hereto. The Closing Date shall be adjourned until the amount of abatement in purchase price shall be so determined. Upon final receipt by SELLER of the award SELLER shall pay to PURCHASER any excess of such proceeds over the amount of abatement in purchase price and PURCHASER shall return to SELLER any short fall in such proceeds in relation to the amount of the abatement in purchase price.

If prior to the Closing Date an immaterial part of the Premises is taken in condemnation proceedings or by right of eminent domain, neither party shall have the right to cancel this Agreement and the PURCHASER shall be entitled to a credit for that part of any award for such condemnation or taking which shall represent damages for loss of the Premises or in the event that no award has been made at the time fixed for the Closing the PURCHASER shall pay the full purchase price without abatement or adjustment and SELLER shall assign to the PURCHASER any and all rights to any award for the Premises to be sold pursuant to this Agreement.

12. The SELLER shall keep the Premises insured to the date of Closing as herein provided on a standard replacement cost basis against loss or damage by fire and other risks now embraced within the phrase "extended coverage" as customarily used from time to time in insurance policies issued in New Jersey on property located therein. The policies of such insurance shall include both SELLER and PURCHASER as insureds as interest shall appear and a certificate or other evidence of such insurance shall be delivered to PURCHASER.

13. SELLER agrees at Closing to execute and deliver to PURCHASER an appropriate non-disclosure agreement in the form attached hereto as Exhibit E-11 covering all technical information, trade secrets, know-how and financial and business information relating to the chlorine caustic operations. Nothing contained herein shall prevent SELLER from commercially exploiting the patents, patent applications and patent proposals listed in Item 20 of Exhibit G and this provision shall survive Closing.

14. PURCHASER shall not assume or be responsible for any debts, obligations, expenses, contracts and liabilities of SELLER of any kind, character or description incurred by SELLER in connection with or arising out of SELLER's ownership and operation of the

Premises and the chlorine caustic facilities located thereon, except as otherwise provided herein or as otherwise expressly agreed upon between SELLER and PURCHASER. The provisions of this Paragraph 14 shall survive the Closing and SELLER agrees to indemnify and hold harmless PURCHASER against any such debts, obligations, expenses, contracts and liabilities of SELLER.

15. SELLER and PURCHASER, each for itself, represents and warrants to the other that it is not a party to, or in any way obligated under any agreement for the payment of brokers' or finders' fees or similar expenses incurred by it in connection with these transactions. SELLER and PURCHASER, each for itself, agrees to hold the other harmless from and against any claim for broker or finder's fees or similar expenses which may be incurred in connection with the transaction under this Agreement pursuant to any agreement claimed to have been made by the party so warranting with any third party.

PURCHASER shall not, without the written consent of an officer of SELLER, employ or offer employment to any person known to PURCHASER then to be an employee of SELLER.

PURCHASER shall take all reasonable precautions to prevent its employees from entering upon the property of SELLER

at Linden, New Jersey, not herein conveyed except as may be required to conduct its business under the lease, easements and rights of way provided for herein. SELLER shall take all reasonable precautions to prevent its employees from entering upon the Premises as conveyed to PURCHASER except as may be required to conduct its business under the easements and rights of way provided for herein.

The provisions of this Paragraph 15 shall survive the Closing.

16. In the event that SELLER should bring within a period of three (3) years from and after the Closing Date an action or actions against Krebs & Cie and/or Badische Anilin & Soda Fabrik A.G. in connection with the operations of the chlorine caustic facilities, PURCHASER shall, at SELLER's expense, cooperate with SELLER in furnishing data as may be reasonably requested including, without limitation, the furnishing to authorized representatives of SELLER access to the Premises and to records and other documents relating to such facilities as SELLER may reasonably request.

The provisions of this Paragraph 16 shall survive the Closing.

17. SELLER shall up to the date of Closing herein provided grant to PURCHASER's officers and exempt salaried personnel and

such other persons as SELLER may give consent, upon request of PURCHASER, access to the Premises, contracts and records on the Premises relating to the chlorine caustic operations and SELLER will make available such other contracts and records relating to the chlorine caustic operations as PURCHASER may reasonably request. All authorized persons are to have access to the Premises only during normal business hours, except officers and employees of PURCHASER who may have access at any time including after business hours and on weekends provided PURCHASER notifies SELLER in advance in order to make appropriate arrangements.

18. All notices to be given by SELLER or PURCHASER shall be in writing and shall be delivered personally or mailed by certified or registered mail postage prepaid:

(a) If to SELLER, to the attention of:

Thomas A. Dent,
Vice President
GAF Corporation
140 West 51st Street
New York, New York 10020

(b) If to PURCHASER, to the attention of:

C. A. Hansen, President
Linden Chlorine Products, Inc.
c/o Shanley & Fisher
570 Broad Street
Newark, New Jersey 07102

Either party may change the address to which notices may be addressed by giving written notice as aforesaid.

19. SELLER shall refer to GAF Corporation, its successors and assigns. PURCHASER shall refer to Linden Chlorine Products, Inc., its successors and assigns.

20. Inasmuch as after the date of Closing SELLER and PURCHASER will be operating facilities adjacent to each other. SELLER and PURCHASER agree to cooperate in matters of mutual concern relating to safety, emergencies and operating convenience, such as access to fire hydrants on each others property, opening and closing of water system valves, temporary storage of railroad cars, and like matters.

The provisions of this Paragraph 20 shall survive the Closing.

21. All representations made herein by each party shall be deemed to be made as of the date of Closing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

ATTEST:

By *Thomas A. Dent*
Vice President

P B Dever
Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By *C A Hansen*
President

William C Cole
ASST SECRETARY

6/14/72

EXHIBIT A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the
Second Tract in a deed from Central Railroad Company of New Jersey
to General Aniline & Film Corporation dated January 19, 1967, and
recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the
Union County Register's Office; Thence

- (1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty
eight one-hundredths of a foot (310.58) to a point;
Thence (3) North $23^{\circ}-58'-40''$ West, eighty seven feet and seven one-
hundredths of a foot (87.07) to a point of curve;
Thence (4) Curving to the right along a curve having a Radius of three
hundred forty feet and ninety one one-hundredths of a foot
(340.91) an arc distance of one hundred fifty three feet and
twenty five one-hundredths of a foot (153.25) to a point of
tangency;
Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-
hundredths of a foot (69.32) to a point;

Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;

Thence (7) North 75° -50'-28" East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;

Thence (8) South 64° -52'-17" East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;

Thence (9) North 2° -42'-17" West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;

Thence (10) North 13° -11'-43" East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;

Thence (11) North 64° -52'-17" West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;

Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;

Thence (13) North $20^{\circ}-05'$ West, five hundred seventy five feet

and one one-hundredth of a foot (575.01) to a point;

Thence (14) North $74^{\circ}-55'$ West, two hundred six feet and nineteen

one-hundredths of a foot (206.19) to a point;

Thence (15) North $15^{\circ}-05'$ East, one hundred sixty four feet and

forty one-hundredths of a foot (164.40) to a point;

Thence (16) North $74^{\circ}-52'$ West, three hundred seventy two feet and

ten one-hundredths of a foot (372.10) to a point;

Thence (17) North $15^{\circ}-17'$ East, forty four feet and fifty nine one-

hundredths of a foot (44.59) to a point;

Thence (18) North $74^{\circ}-55'$ West, twenty seven feet and eighty four

one-hundredths of a foot (27.84) to a point;

Thence (19) South $64^{\circ}-23'-30''$ West, one hundred thirty three

feet and twenty eight one-hundredths of a foot (133.28)

to a point;

Thence (20) South $15^{\circ}-46'$ West, one hundred three feet (103.00)

to a point;

Thence (21) North $87^{\circ}-03'-11''$ West, forty one feet and eighty nine

one-hundredths of a foot (41.89) to a point;

Thence (22) North $75^{\circ}-25'$ West, seventy five feet and fifty four

one-hundredths of a foot (75.54) to a point;

Thence (23) North $54^{\circ}-56'$ West, one hundred seventeen feet and
forty seven one-hundredths of a foot (117.47) to a point;

Thence (24) North $79^{\circ}-38'-10''$ West, two hundred thirty three feet
and eighty three one hundredths of a foot (233.83) to a point;

Thence (25) North $82^{\circ}-00'-12''$ West, ninety four feet and sixty seven
one-hundredths of a foot (94.67) to a point;

Thence (26) South $37^{\circ}-56'$ West, three hundred feet (300.00) to a
point in the Sixth Course of the First Tract in the recorded
deed mentioned hereinbefore;

Thence (27) South $52^{\circ}-18'$ East, along part of said Sixth Course in
the recorded deed mentioned hereinbefore, seven hundred
eighty two feet and forty two one-hundredths of a foot (782.42)
to a point;

Thence (28) South $46^{\circ}-03'-10''$ East, along the Seventh Course in the
recorded deed mentioned hereinbefore, five hundred twenty
two feet and seventy seven one-hundredths of a foot (522.77)
to a point;

Thence (29) South $31^{\circ}-07'-30''$ East, three hundred twenty feet and
sixty five one-hundredths of a foot (320.65) to a point;

Thence (30) South $58^{\circ}-52'-30''$ West, two feet and ninety six one-
hundredths of a foot (2.96) to a point;

Thence (31) South $31^{\circ}-02'-30''$ East, five hundred thirty feet (530.00)
to the point and place of BEGINNING.

6/14/72

EXHIBIT B

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 133, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925.

The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of even date between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 339, in Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union County.

Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.

AGREEMENT made this 16th day of June 1972.

between

GAF CORPORATION, a Delaware corporation,
having an office at 140 West 51st Street,
New York, New York 10020 (herein called
"SELLER" or "GAF")

and

LINDEN CHLORINE PRODUCTS, INC., a
Delaware corporation, having an office care
of Shanley & Fisher, 570 Broad Street,
Newark, New Jersey (herein called
"PURCHASER" or "LCP");

W I T N E S S E T H:

1. The SELLER agrees to sell and convey, and the
PURCHASER agrees to purchase, all that piece or parcel of land
with the buildings, plant, equipment and improvements thereon
erected, situate, lying and being in the City of Linden, County of
Union, and State of New Jersey, described in Exhibit A attached
hereto and forming part hereof, all of which are hereinafter
sometime collectively referred to as the "Premises."

The buildings, plant, equipment and improvements
to be conveyed shall include the facilities located on the land which
heretofore were utilized by SELLER for the manufacture of chlorine.

2. The price is \$5,100,000 payable as follows:

(a) \$100,000 on the signing of this Agreement, by check subject to collection, the receipt of which is hereby acknowledged. If PURCHASER breaches its obligation to consummate the transactions contemplated herein, SELLER shall have any and all rights and remedies which the law provides including, without limitation, the right to retain the down payment provided herein. Subject to the provisions of Paragraph 10 hereof, if SELLER breaches its obligation to consummate the transactions contemplated herein, PURCHASER shall be entitled to recovery of the \$100,000 down payment herein provided and shall have any and all rights and remedies which the law provides.

The purchase price shall be allocated as provided in Schedule I annexed hereto.

(b) \$5,000,000 by bank check in New York Clearing House Funds on delivery of the Deed and Bill of Sale as hereinafter provided.

3. The following are included in this sale:

(a) 3,540 flasks of Mercury on an "as is, where is" basis (essentially all such flasks being stored in a

warehouse in Brooklyn, New York) and any residue of Mercury contained in the cells located in the buildings known as buildings 230 and 240.

(b) Spare parts on an "as is, where is" basis located in the existing facilities plus spare parts purchased for the chlorine caustic facilities and which (i) are located in SELLER's buildings known as buildings 35 and 47; (ii) consist of anodes wherever located, and (iii) consist of angle valves for chlorine tank cars and are located at S & W Machine, Elmer, New Jersey. The equipment set forth on Exhibit F attached hereto and made part hereof now located on that part of the SELLER's property referred to as the Nopco parcel are also included in this sale.

Property being purchased hereunder not physically located on the Premises will be delivered to the Premises by GAF, at its expense, at such time or times as are mutually convenient to the parties

New Jersey which shall be picked up by PURCHASER

at its expense.

(c) SELLER will grant rights to PURCHASER, to the extent permitted by such instruments, under any and all technical agreements and licenses and will furnish to PURCHASER all technical and engineering documents, drawings and like data, including know-how, which SELLER possesses and which relates to the chlorine caustic operation. SELLER will grant to PURCHASER an immunity from suit with respect to the patents, patent applications and patent proposals listed as Item 20 in Exhibit G, attached hereto and made part hereof. In the event LCP obtains a patent or patents for an improvement or improvements pertaining to the subject matter claimed in the inventions for which LCP is granted an immunity from suit hereunder, LCP agrees to grant to GAF a royalty-free non-exclusive license together with the right to grant sublicenses to make, use and sell the inventions of such patent or patents for the full term or terms thereof, provided that GAF shall pay to LCP fifty (50%) percent of any royalties received by GAF under any such sublicenses granted by GAF. SELLER will grant to PURCHASER all of its rights, licenses and immunities with respect to the processes employed.

the chlorine caustic plants which it received from Vickers

Krebs Limited under contract dated September 21, 1961

and from Krebs & Cie, Paris, under contract

dated April 12, 1967 and SELLER represents that

it has the right to make such grant. Exhibit G

contains a list of the technical agreements,

licenses and patents, technical and engineering

documents, drawings and like data set forth above,

which list SELLER believes is complete. SELLER

does not represent that said list is complete or that

SELLER now has in its possession all of the items

included in said list, but agrees to conduct, prior

to Closing, a search of its files and to deliver to

PURCHASER all of such material which its search

discloses. SELLER makes no representation that

utilization of the above described instruments

and other documents will enable PURCHASER to

successfully operate the chlorine caustic facilities,

and, in particular, the facilities located in building 240,

but, to SELLER's knowledge, such instruments and other

used by SELLER in its operation of such chlorine

caustic facilities, and SELLER has no knowledge of any claims asserted by third parties with respect to the use thereof. SELLER shall have no obligation and shall not be subject to any liability with respect to PURCHASER's utilization of the technical advice or know-how furnished to PURCHASER hereunder. PURCHASER shall have no obligation and shall not be subject to any liability with respect to SELLER's utilization of such technical advice or know-how prior to the Closing. The provisions of this subparagraph (c) shall survive Closing.

(d) SELLER agrees that it will not, while this agreement is in effect, remove any equipment, machinery, furniture, fixtures or parts from the Premises. SELLER agrees prior to Closing to return to the Premises those items set forth on Exhibit H attached hereto and made part hereof.


4. The Premises are to be sold and conveyed subject to:

(a) Zoning regulations and ordinances of the City of Linden, Union County, New Jersey, which are not violated by existing structures thereon and the use thereof; provided, however, that no representations are made as to compliance with any regulations of any governmental authority, local, state or federal, or any agency or department thereof.

having jurisdiction relating to air and water pollution or the health and safety of employees.

(b) Covenants, easements, rights of way and restrictions set forth in Exhibit B attached hereto and made part hereof.

Other covenants, easements, rights of way and restrictions of record which do not prohibit use of the Premises for chlorine caustic production and do not render title to the Premises unmarketable. SELLER agrees from and after the date hereof not to place any covenants, easements, rights of way or restrictions against or upon the Premises except as herein provided. Easements and rights of way granted by PURCHASER to SELLER pursuant to provisions of this Agreement relating to ingress and egress in, over and through the Premises by SELLER, the transport of effluent, utilities and energies and access to and use of railroad facilities and roadways.

 (c) Facts which are disclosed by the survey by Grassmann, Kreh & Mixer, dated February 15, 1972 and Numbered H-5966-³/₂, latest revision dated ~~March 27~~ ^{June 14}, 1972, a copy of which is attached as Exhibit C.

(d) Outstanding orders to the extent if at all applicable listed on Schedule III attached hereto and made part hereof which SELLER represents are the only outstanding orders of which it has knowledge, and regulations of any governmental authority, local, state or federal, or any agency or department thereof, having jurisdiction relating to control of air

and water pollution and the health and safety of employees. It is understood that SELLER makes no warranty or representation that operation of the facilities will be in compliance with any such orders or regulations. PURCHASER shall have no responsibility with respect to any failure by SELLER to comply with such orders or regulations prior to the Closing hereunder, provided, however, that SELLER shall have no obligation to bring the operations of the facilities into compliance with such orders or regulations and PURCHASER agrees to assume all responsibility for such compliance from and after the Closing with respect thereto. The provisions of this subparagraph (d) shall survive Closing.

(e) Rights or estate of the United States of America in and to that portion of Premises lying waterward of the high water mark line of Arthur Kill. Rights or estate of the State of New Jersey in lands and creeks lying below the original mean high water mark and to that portion of Premises deemed to be meadowlands heretofore flowed by tide. In the event that PURCHASER purchases from the State of New Jersey or the United States of America the State's or United States Government's claimed rights, if any, to any part of such lands and creeks then PURCHASER shall bear the first \$125,000

of the cost of such purchase and any additional cost of such purchase shall be borne equally by PURCHASER and SELLER and this provision shall survive the Closing.

5. The Deed to be delivered shall be a Bargain and Sale Deed with covenants against grantor's act in proper statutory form for recording and shall be duly executed and acknowledged so as to convey to PURCHASER on the day of Closing good and marketable title to the real property included in this sale free and clear of liens, encumbrances, covenants, restrictions, rights of way and easements, except as herein provided. The SELLER shall pay the New Jersey Realty Transfer Tax.

Water and sewer taxes and similar charges and electric power and other utilities and similar charges incurred and accrued with respect to the Premises shall be prorated as of the date of Closing. Since the Premises as such (comprising part of a larger tract owned by SELLER) have not been heretofore assessed and taxed as a separate parcel, real estate taxes with respect to the Premises will be prorated as of the date of closing in accordance with Schedule II attached hereto. If any of such items cannot be prorated completely because final bills are not available, final adjustments shall be made after Closing when final bills are available.

Personal property shall be conveyed by a Bill of Sale in proper form which upon its execution and delivery will effectively convey and transfer title to the assets of SELLER purported to be conveyed thereby free of liens, claims and encumbrances except as herein provided. SELLER will be responsible for the New Jersey State sales tax, if any, incurred with respect to the aforesaid transfer of assets and this obligation shall survive delivery of the Bill of Sale.

The parcel being conveyed being part of a larger parcel of property owned by SELLER, approval of a subdivision by the governing body of the City of Linden, shall be a condition to consummation by the parties of the transactions contemplated herein. SELLER duly made an application for approval of a subdivision and at a regular public meeting on May 16, 1972, the Council of the City of Linden approved the recommendation of the Planning Board of the City of Linden classifying and approving the subdivision. Notice of said approval was published on May 25, 1972. A copy of the notice and affidavit of publication has been delivered to PURCHASER. The parties recognize that the approval of the subdivision is subject to attack by appeal for a period of forty-five (45) days from date of publication and agree that if an appeal is taken for any reason from such subdivision approval and such appeal is pending on the date of Closing hereunder that PURCHASER or SELLER shall have the option to terminate this Agreement, the option to be exercised

6. That part of the Premises comprising the buildings, plant, equipment and improvements are to be sold on an "as is, where is" basis without any warranty or representation whatsoever, including any warranty of fitness for a particular use or of merchantability. The PURCHASER acknowledges that it has inspected the plant, equipment and improvements on the Premises and is apprised of the condition thereof.

7. Additional provisions and documents relating to Sale:

A. Fencing of Premises. No later than thirty (30) days after Closing PURCHASER, at its expense, shall enclose portions of the Premises with a fence of a quality and type substantially the same as the fence which now encloses SELLER's land, including necessary and appropriate security gates for roads and railroad crossings, and will enclose other portions of the Premises with a boundary line fence. PURCHASER's fence will be as indicated on Exhibit D attached hereto. PURCHASER at all times, at its expense, shall keep said fences in good repair. Any part of SELLER's existing fence requiring repair because of PURCHASER's installation of its fence shall be done by PURCHASER at its expense. The provisions of this subparagraph A shall survive the Closing.

on Arthur KHL. SELLER shall deliver to PURCHASER, at Closing, a right of way for ingress and egress to and from the Premises in common with SELLER and others over that part of Linde Road, designated on Exhibit D, on the terms and in the form attached hereto as Exhibit E-1.

SELLER and PURCHASER shall deliver to each other at Closing (i) a right of way for ingress and egress through and across the Premises and lands of SELLER through the roadway known as Avenue B as designated on Exhibit D; (ii) a right of way to PURCHASER through Avenue C to Fifth Street to Avenue B and an additional right of way from Avenue B east on Fifth Street to the area including the turn around area on which a 500,000 gallon caustic tank is located, (which right shall cease when the lease of said caustic tank to PURCHASER expires) all as designated on Exhibit D; and (iii) a right of way to SELLER over the roadways known as Eighth Street and Avenue D as designated on Exhibit D for access to the Liming Neutralization Station located on SELLER's land to continue only until SELLER abandons operations of the Liming Neutralization Station located on SELLER's land, all on the terms and in the form annexed hereto as Exhibit E-2.

SELLER shall lease to PURCHASER the use of the said 500,000 gallon caustic tank and grant an easement for a pipeline from the Premises to said caustic tank on the terms and in the form annexed

SELLER is now a party to an agreement with E. I. duPont de Nemours & Company for the use of dock facilities on the Arthur Kill including a right of way for a pipeline from the said caustic tank to the dock facilities, which agreement has a term expiring December 31, 1973. SELLER and PURCHASER agree that PURCHASER will negotiate a new lease agreement and right of way for a pipeline over lands of duPont and that the existing agreement between SELLER and duPont shall be terminated.

C. Railroad Facilities. The parties agree to enter into separate sidetrack agreements with The Central Railroad of New Jersey covering those portions of railroad tracks on their respective lands and also an operating agreement with The Central Railroad of New Jersey relating to movement of cars over the tracks on their respective lands. Such agreements are in process of preparation by said railroad company.

SELLER shall deliver to PURCHASER at Closing, (i) a right of way to use not more than 800 feet of the railroad track on SELLER's land designated as Track 2B on Exhibit D, for storage of empty chlorine cars, and (ii) a right of way over and the right to store cars on Tracks 5 and 6 located on SELLER's land as designated on Exhibit D, on the terms and in the form annexed hereto as Exhibit E-3.

PURCHASER shall deliver to **SELLER** at Closing a right of way over the railroad tracks on the Premises designated on Exhibit D as Tracks 1, 3, 3A, 3B, 3BI, 4, 4A, 4B, 5 and 6 and the right to store railroad cars on Tracks 5 and 6 on the terms and in the form attached hereto as Exhibit E-3.

D. Electricity. Electrical power for the facilities located on the Premises and for facilities located on **SELLER's** land is provided through a Sub-station which is located on the Premises. **PURCHASER** and **SELLER** agree to enter into an agreement providing for the take over of certain equipment located in said Sub-station and the joint use of said Sub-station on the terms and in the form attached hereto as Exhibit E-4.

E. Water. Potable and production fresh water for the facilities on the Premises are supplied by a tap-in to a sixteen (16") inch and a twelve (12") inch water main of Elizabethtown Water Company. **PURCHASER** will make its own arrangements for supply of such water with the supplier.

PURCHASER agrees to deliver to SELLER at Closing an agreement providing for the supply of salt water, on the terms and in the form attached hereto as Exhibit E-5.

F. Steam. SELLER agrees to deliver to PURCHASER at Closing an agreement providing for the supply of steam to PURCHASER on the terms and in the form attached hereto as Exhibit E-5.

G. Air. SELLER shall deliver to PURCHASER at Closing an agreement providing for a supply of air to PURCHASER on the terms and in the form attached hereto as Exhibit E-5.

H. Nitrogen. Nitrogen was supplied to facilities on the Premises by pipeline from Linde Division of Union Carbide. PURCHASER will make its own arrangements for supplying of Nitrogen.

I. Car Leases. SELLER is a party to various rental agreements for railroad cars for use in the chlorine caustic operations. SELLER agrees to sublease to PURCHASER certain of said cars on the terms and in the form attached hereto as Exhibit E-6.

certain purchase orders for various parts relating to the facilities on the Premises. SELLER agrees to assign to PURCHASER and PURCHASER agrees to accept an assignment and assumption of those certain purchase orders on the terms and in the form attached hereto as Exhibit E-7.

K. Lease of Land for Hydrogen Facility Operated

by Linde Division of Union Carbide. SELLER is party to a lease with Linde Division of Union Carbide for a parcel of land indicated on Exhibit D on which Union Carbide operates a hydrogen packaging facility. SELLER has heretofore supplied hydrogen as a by-product of the facilities on the Premises to Linde Division of Union Carbide pursuant to an agreement. SELLER and PURCHASER agree that PURCHASER will negotiate for a new lease and hydrogen supply agreement with Linde Division of Union Carbide and the existing lease and supply agreement between SELLER and Linde Division of Union Carbide shall be terminated.

L. Additional Rights of Way and Easements.

PURCHASER agrees to grant to SELLER on the terms and

in the form attached hereto as Exhibit E-8 rights of way and easements for electric lines and poles.

SELLER and PURCHASER agree to grant reciprocal rights to each other and to Public Service Electric & Gas Company of New Jersey for rights of way to electric lines and poles over each others lands if such should become reasonably necessary in the future in order to obtain a supply of electricity for operations of facilities on each of their respective lands, and provided same do not unreasonably interfere with the use of each party's respective lands. The provisions contained in this subparagraph shall survive Closing.

M. Flume and Outfall Ditch for Effluents.

Wastewater effluents from the facilities on the Premises and on lands of SELLER now flow through the flume and outfall ditch as indicated on Exhibit D. PURCHASER shall grant to SELLER the right to use the flume and outfall ditch in common for the disposal of wastewater effluents into Arthur Kill on the terms and in the form attached hereto as Exhibit E-9. It is understood

that SELLER and PURCHASER shall each be responsible for the type and characteristics of wastewater effluents so discharged by it, for respective obtaining of permits to discharge into Arthur Kill and for respective compliance with rules, regulations and orders for pollution control of any governmental authorities, local, state or federal having jurisdiction. SELLER, at its option, may at any time discontinue using said outfall ditch. The provisions of this subparagraph shall survive Closing.

N. PURCHASER agrees to grant to SELLER at Closing a right of way and easement 50 feet in width across the Premises as designated on Exhibit C, for a roadway and pipelines on the terms and the form attached hereto as Exhibit E-10.

8. The Closing for the transactions contemplated by this Agreement shall be held on July 14, 1972, at the offices of SELLER, 140 West 51st Street, New York, N. Y. at 10:00 A. M.

Either SELLER or PURCHASER, by written notice to the other, shall be entitled to postpone the Closing for legal, technical or other bona fide reasons provided that, subject to

Paragraph 9 hereof, the Closing shall be held no later than August 1, 1972.

9. PURCHASER, at its expense, shall cause a title search to be made and shall advise SELLER in writing of any exceptions or objections to title disclosed by such report promptly but not later than five (5) days before the scheduled Closing Date or any agreed upon adjournment thereof. SELLER shall have a right to a reasonable adjournment of the Closing to attempt to cure any such exceptions or objections not to exceed sixty (60) days. PURCHASER shall have the right to inspect all title documents in SELLER's possession relating to the Premises and SELLER agrees, at its expense, to furnish a copy to PURCHASER of such documents as PURCHASER may request with respect to the aforesaid title search. Such instruments shall be furnished as an accommodation without any representation or warranties with respect thereto, it being understood PURCHASER shall make its own title searches.

10. If SELLER for any reason is unable to deliver good and marketable title subject to the terms, conditions and provisions provided herein, SELLER's sole liability shall be to refund to the PURCHASER the payment made on account as provided for herein.

11. If prior to the Closing Date all or a "material" part of the Premises is destroyed by fire or other casualty, either party may, by written notice to the other, elect to cancel this Agreement prior to the Closing Date. In the event that either party shall so elect, both parties shall be relieved and released of and from any further liability hereunder, and the SELLER shall forthwith repay to the PURCHASER the down payment received hereunder. A destruction of a "material" part of the Premises shall be deemed to have occurred for the purposes hereof if operation of the facilities on the Premises for production and shipment of chlorine and caustic are impaired and substantial completion of repairs occasioned by such destruction cannot be reasonably accomplished within a period of sixty (60) days after the occurrence thereof or if such repairs require a payment of in excess of \$250,000 for the completion thereof. Unless this Agreement is so cancelled, it shall

remain in full force and effect, and the Closing shall take place as originally scheduled but the purchase price provided herein shall be abated by an amount equal to the proceeds of any insurance collected by SELLER plus any deductible or, in the event the insurance proceeds have not been collected by SELLER at time of Closing, there shall be an abatement in purchase price equal to 90% of the "replacement value" of the destroyed Premises if PURCHASER notifies SELLER of its intention to replace and proceeds to accomplish same, or 90% of the "actual cash value" of the destroyed Premises if PURCHASER notifies SELLER of its intention not to so replace. "Replacement value", "actual cash value", time and cost of repairs shall be determined by such appraisers or other third parties as are mutually satisfactory to the parties hereto. The cost and fees of any such appraiser or other third party shall be borne equally by the parties hereto. The Closing Date shall be adjourned until the amount of abatement in purchase price shall be so determined. Upon final receipt by SELLER of the insurance proceeds related to the loss in question, the SELLER shall pay to PURCHASER any excess of such proceeds over the amount of the abatement in purchase price and PURCHASER shall return to SELLER any short fall in such proceeds in relation to the amount of the abatement in purchase price.

the Premises is destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement and the purchase price provided herein shall be abated in the manner hereinabove provided with final adjustment in payment between the parties to be made as above provided upon final receipt by SELLER of the insurance proceeds related to the loss in question.

If prior to the Closing Date all or a "material" part of the Premises are taken in condemnation proceedings or by right of eminent domain, the SELLER shall promptly notify PURCHASER thereof and either party may by written notice to the other elect to cancel this Agreement prior to the Closing Date. In the event that either party shall so elect both parties shall be relieved and released of and from any further liability hereunder and the SELLER shall repay to the PURCHASER the down payment received hereunder. A taking of a "material" part of the Premises shall be deemed to have occurred for the purpose hereof under the same conditions set forth above with reference to destruction by fire or other casualty. Unless this Agreement is so cancelled it shall remain in full force and effect and the Closing shall take place as originally scheduled and there shall be an abatement or adjustment of the purchase price equal to the amount of any award for such

condemnation or taking which represents damages for loss of the Premises if the amount of award has then been fixed or if not fixed an amount equal to the estimated damage to be determined by such appraisers or other third parties as are mutually satisfactory to the parties hereto. The Closing Date shall be adjourned until the amount of abatement in purchase price shall be so determined. Upon final receipt by SELLER of the award SELLER shall pay to PURCHASER any excess of such proceeds over the amount of abatement in purchase price and PURCHASER shall return to SELLER any short fall in such proceeds in relation to the amount of the abatement in purchase price.

If prior to the Closing Date an immaterial part of the Premises is taken in condemnation proceedings or by right of eminent domain, neither party shall have the right to cancel this Agreement and the PURCHASER shall be entitled to a credit for that part of any award for such condemnation or taking which shall represent damages for loss of the Premises or in the event that no award has been made at the time fixed for the Closing the PURCHASER shall pay the full purchase price without abatement or adjustment and SELLER shall assign to the PURCHASER any and all rights to any award for the Premises to be sold pursuant to this Agreement.

12. The SELLER shall keep the Premises insured to

the date of Closing as herein provided on a standard replacement cost basis against loss or damage by fire and other risks now embraced within the phrase "extended coverage" as customarily used from time to time in insurance policies issued in New Jersey on property located therein. The policies of such insurance shall include both SELLER and PURCHASER as insureds as interest shall appear and a certificate or other evidence of such insurance shall be delivered to PURCHASER.

13. SELLER agrees at Closing to execute and deliver to PURCHASER an appropriate non-disclosure agreement in the form attached hereto as Exhibit E-11 covering all technical information, trade secrets, know-how and financial and business information relating to the chlorine caustic operations. Nothing contained herein shall prevent SELLER from commercially exploiting the patents, patent applications and patent proposals listed in Item 20 of Exhibit G and this provision shall survive Closing.

14. PURCHASER shall not assume or be responsible for any debts, obligations, expenses, contracts and liabilities of SELLER of any kind, character or description incurred by SELLER in connection with or arising out of SELLER's ownership and operation of the

Premises and the chlorine caustic facilities located thereon, except as otherwise provided herein or as otherwise expressly agreed upon between SELLER and PURCHASER. The provisions of this Paragraph 14 shall survive the Closing and SELLER agrees to indemnify and hold harmless PURCHASER against any such debts, obligations, expenses, contracts and liabilities of SELLER.

15. SELLER and PURCHASER, each for itself, represents and warrants to the other that it is not a party to, or in any way obligated under any agreement for the payment of brokers' or finders' fees or similar expenses incurred by it in connection with these transactions. SELLER and PURCHASER, each for itself, agrees to hold the other harmless from and against any claim for broker or finder's fees or similar expenses which may be incurred in connection with the transaction under this Agreement pursuant to any agreement claimed to have been made by the party so warranting with any third party.

PURCHASER shall not, without the written consent of an officer of SELLER, employ or offer employment to any person known to PURCHASER then to be an employee of SELLER.

PURCHASER shall take all reasonable precautions to prevent its employees from entering upon the property of SELLER

at Linden, New Jersey, not herein conveyed except as may be required to conduct its business under the lease, easements and rights of way provided for herein. SELLER shall take all reasonable precautions to prevent its employees from entering upon the Premises as conveyed to PURCHASER except as may be required to conduct its business under the easements and rights of way provided for herein.

The provisions of this Paragraph 15 shall survive the Closing.

16. In the event that SELLER should bring within a period of three (3) years from and after the Closing Date an action or actions against Krebs & Cie and/or Badische Anilin & Soda Fabrik A.G. in connection with the operations of the chlorine caustic facilities, PURCHASER shall, at SELLER's expense, cooperate with SELLER in furnishing data as may be reasonably requested including, without limitation, the furnishing to authorized representatives of SELLER access to the Premises and to records and other documents relating to such facilities as SELLER may reasonably request.

The provisions of this Paragraph 16 shall survive the Closing.

17. SELLER shall up to the date of Closing herein provided grant to PURCHASER's officers and exempt salaried personnel and

such other persons as SELLER may give consent, upon request of

PURCHASER, access to the Premises, contracts and records on the Premises relating to the chlorine caustic operations and SELLER will make available such other contracts and records relating to the chlorine caustic operations as PURCHASER may reasonably request.

All authorized persons are to have access to the Premises only during normal business hours, except officers and employees of PURCHASER who may have access at any time including after business hours and on weekends provided PURCHASER notifies SELLER in advance in order to make appropriate arrangements.

18. All notices to be given by SELLER or PURCHASER shall be in writing and shall be delivered personally or mailed by certified or registered mail postage prepaid:

(a) If to SELLER, to the attention of:

Thomas A. Dent,
Vice President
GAF Corporation
140 West 51st Street
New York, New York 10020

(b) If to PURCHASER, to the attention of:

C. A. Hansen, President
Linden Chlorine Products, Inc.
c/o Shanley & Fisher
570 Broad Street
Newark, New Jersey 07102

Either party may change the address to which notices may be addressed by giving written notice as aforesaid.

19. SELLER shall refer to GAF Corporation, its successors and assigns. PURCHASER shall refer to Linden Chlorine Products, Inc., its successors and assigns.

20. Inasmuch as after the date of Closing SELLER and PURCHASER will be operating facilities adjacent to each other. SELLER and PURCHASER agree to cooperate in matters of mutual concern relating to safety, emergencies and operating convenience, such as access to fire hydrants on each others property, opening and closing of water system valves, temporary storage of railroad cars, and like matters.

The provisions of this Paragraph 20 shall survive the Closing.

21. All representations made herein by each party shall be deemed to be made as of the date of Closing.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GAF CORPORATION

ATTEST:

By


Vice President

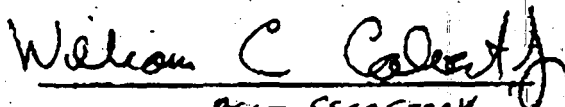

Secretary

LINDEN CHLORINE PRODUCTS, INC.

ATTEST:

By


President


ASST SECRETARY